DERRICK FORD FREEMAN, MAYOR CAL J. JONES, MAYOR PRO TEM

COUNCIL MEMBERS:

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KAPRINA FRANK

City of Port Arthur Texas

BRIAN McDOUGAL CITY MANAGER

SHERRI BELLARD, TRMC CITY SECRETARY

VAL TIZENO CITY ATTORNEY

November 16, 2017

EPA Region 6 Attn: Paul Johnson 1455 Ross Avenue, Suite 1200 (6SF-VB) Dallas TX 75202-2733

RE: FY2018 Application for U.S. Environmental Protection Agency Brownfields
Combined Community-Wide Hazardous Substance and Petroleum Assessment Grant

Dear Mr. Johnson:

As the Mayor of the City of Port Arthur, Texas, I am submitting the attached grant proposal for a U.S. Environmental Protection Agency, Brownfields Community-Wide \$200,000 Hazardous Substances and \$100,000 Petroleum Assessment Grant with support of City Council (Resolution 17-265 attached). The requested grant funding is essential to supporting the City's redevelopment and recovery efforts in our Downtown Revitalization project area which was recently flooded with 6 feet of water along with 75% of the City by Hurricane Harvey. The assessment grant will fund Community Outreach Activities, 11 Phase I Environmental Site Assessments (ESAs), a Quality Assurance Project Plan, 5 Sampling and Analysis Plans with Health and Safety Plans, 5 Phase II ESAs, and 2 Analysis of Brownfields Cleanup Alternative/Reuse Plans in project area during the 3-year performance period.

The City has identified six catalyst projects and at least 15 suspect brownfields properties in the Downtown Target Area that are vital to the City's business growth and revitalization. With this grant, the City will assess these blighted properties and implement its redevelopment plan for these commercial sites that will lead to business opportunities and job growth in the City's hardest hit community by decades of economic decline. Without this grant, conditions will only get worse for the large minority and sensitive populations (\sim 65%) that call this area home.

The City of Port Arthur is located in the southeast corner of the State of Texas. It is home to one of the nation's busiest seaports and a large portion of the nation's petroleum industry. In the early 1990s, declines in the oil industry were followed by closures of most manufacturing facilities. The economy continues to suffer through decades of stagnation with one of the highest unemployment rate in the state and nation. The City's unemployment rate in September (most recent available) was at 12.0% compared to 4.0% for the State of Texas and 4.2% for the nation.

The City also faces a growing problem of aging and a deteriorating housing stock and blighted former commercial and industrial properties with real or perceived contamination that have become home to crime and illegal activities. To make the situation worse, since 1965, the City has endured multiple hurricanes resulting in billions of dollars in damages and lost tax revenues.

Thank you for your consideration of our proposal. If you have any questions about this request for funds, please call me at (409) 983-8105 or Ron Burton, Brownfields Program Manager, at (409) 983-8135.

Sincerel

Derrick Ford Freeman, Mayor

Quality): See Attachment.

City of Port Arthur

Cc: Brian McDougal - City Manager

Ronald Burton, Director of Planning and Zoning

Mary Essex, Grants Manager

| 1089, Port Arthur, TX 77641 | |
|--|---|
| b. Funding Requested: | i) Grant Type: Assessment |
| ii) Grant Type: Community-Wide | iii) Federal Funds Requested: \$300,000 |
| iv) Contamination: Hazardous Substances - \$ | 200,000; Petroleum - \$100,000 |
| c. Location: Port Arthur, Jefferson County, T | exas |
| d. Property Information for Site-Specific Pro | posals: Not Applicable |
| e. Contacts: | |
| i) Project Director: | ii) Highest Ranking Elected Official |
| Ronald Burton, Planning and Zoning Director | Mayor Derrick Ford Freeman |
| Phone: 409-983-8135; FAX: 409-983-3295 | Phone: 409-983-8105; FAX: 409-983-3295 |
| Email: ron.burton@portarthurtx.gov | Email: derrick.freeman@portarthurtx.gov |
| City of Port Arthur, Planning & Zoning | City of Port Arthur, City Hall-Mayor's Office |
| P.O. Box 1089, Port Arthur, TX 77641 | P.O. Box 1089, Port Arthur, TX 77641 |
| f. Population: | |
| i) City of Port Arthur, General Population: 53 | ,818 – 2010; 55,427 – 2016 Est.; US Census |
| Downtown Target Area Population: 16,875 - 2 | |
| ii) Not Applicable | |
| iii) The Target Area and City of Port Arthur ar not been experiencing persistent poverty o | e located in Jefferson County, Texas which has if 20% or more for the past 30 years. |
| g. Regional Priorities Form/Other Factors Ch | ecklist: See Attachment |

h. Letter from State Environmental Authority (Texas Commission on Environmental

Cover Letter Attachments:

Appendix 3 - Regional Priorities Form/Other Factors Checklist

Name of Applicant: City of Port Arthur, Texas

Regional Priorities Other Factor

If your proposed Brownfields Assessment project will advance the regional priority(ies) identified in Section I.F., please indicate the regional priority(ies) and the page number(s) for where the information can be found within your 15-page narrative. Only address the priority(ies) for the region in which your project is located. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal, it will not be considered during the selection process.

Regional Priority Title(s): **Improving Air Quality**

Page Number(s): 2, 3, 4, 5, 7, 13

Assessment Other Factors Checklist

Please identify (with an x) which, if any, of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

| | Other Factor | Page # |
|---|---|----------|
| | None of the Other Factors are applicable. | |
| | Community population is 10,000 or less. | |
| | The jurisdiction is located within, or includes, a county experiencing "persistent | |
| | poverty" where 20% or more of its population has lived in poverty over the past 30 | |
| | years, as measured by the 1990 and 2000 decennial censuses and the most recent | |
| | Small Area Income and Poverty Estimates. | |
| | Applicant is, or will assist, a federally recognized Indian tribe or U.S. territory. | |
| | Target brownfield sites are impacted by mine-scarred land. | |
| X | Project is primarily focusing on Phase II assessments. (\$200,000 of \$300,000 grant) | 8, 9, 10 |
| | Applicant demonstrates firm leveraging commitments for facilitating brownfield | 11, 12, |
| X | project completion, by identifying in the proposal the amounts and contributors of | 13 |
| | resources and including documentation that ties directly to the project. | 13 |
| | Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant. | |

1. COMMUNITY NEED

1.a. Target Area and Brownfields

1.a.i. Community and Target Area Description: Port Arthur was founded in 1895 and with the advent of the railroad, the City quickly became the 12th largest seaport in the U.S. and the 2nd largest refining port. While the petroleum industry thrived, so did the City, attracting 11 major manufacturers. Residents received above-average incomes right out of high school, making higher education not necessary for employment. From 1960-1974, successive waves of economic recession resulted in many vacant buildings throughout the downtown central business district (Target Area). The local economy suffered further setbacks in the early 1990s, when declines in the oil industry were followed by closures of 9 of the 11 manufacturing facilities. This started a domino effect that rippled through the community. Unemployment and poverty sky-rocketed and the City's aging housing stock rapidly deteriorated and blighted former commercial and industrial properties with real or perceived contamination became home to crime and illegal activities. To make the situation worse, Port Arthur continually has suffered the wrath of Mother Nature. Since 1965, the City has suffered damages from Hurricanes Betsy, Rita, Humberto, Ike, Harvey, and Tropical Storm Edouard, costing billions in damages and lost tax revenues. In fact, 2008 was particularly devastating in that the City of Port Arthur was hit by Tropical Storm Edouard in August resulting in \$5.5 million in damages and 6 deaths¹. This was followed by Hurricane Ike in September resulting \$19.3 billion in Texas and \$37.6 billion in total damages and 84 deaths². On August 29, 2017, over 26 inches of rain was recorded at the Port Artur Airport, 46.73 inches before Hurricane Harvey came ashore, flooding over 20,000 homes with up to 6 feet of water, and shutting down the largest crude oil refinery in the US³. Tropical Storm Harvey dropped a record 40 to 61 inches of rain on Port Arthur and the surrounding area, and lasted a record 117 hours after landfall⁴. Resulting in the Governor declaring area a natural disaster⁵. The City struggles to fund repairs from the natural disasters including buying out commercial and residential properties that were destroyed. With each natural disaster, lives, homes and infrastructure were lost resulting in a **lower** tax base for the City and further budgetary strain. To further exacerbate economic conditions, much of the City's economy is tied to the petroleum industry. With declining oil and gas prices, taxable income from the oil and gas industries for 2017 was 66% and 87% lower than collections during the like period in 2014, according to the Texas Comptroller's Office⁶. Another alarming point, job growth, is now lagging the rest of the nation, and hard times in Texas mean public assistance expenditures in fiscal 2016-2107 are running ahead of what was previously forecast further impacting state and municipal budgets⁷. With less funding available, crime has become widespread. The Total Crime Risk Index for the Target Area and City are approximately 200% that of the Nation⁸. Despite all this negativity, the City is confident the EPA Brownfields Assessment grant, will be the stimulus needed to start the redevelopment initiative in the Target Area. In the 2015 Downtown Revitalization Plan, the City has identified six catalyst projects and 15 suspect brownfields properties in the Downtown area that are vital to the City's business growth and revitalization, that assessment and reuse planning activities will be focused on. With this grant, the City will assess these blighted properties and implement its redevelopment plan for these sites

¹ https://en.wikipedia.org/wiki/Tropical_Storm_Edouard_(2008)

² https://en.wikipedia.org/wiki/List of Texas hurricanes (1980%E2%80%93present)#cite ref-Texas Hurricanes 1-13

³ http://www.businessinsider.com/harvey-port-arthur-26-inches-rain-flash-floods-residents-survival-mode-2017-8

⁴ https://weather.com/storms/hurricane/news/tropical-storm-harvey-forecast-texas-louisiana-arkansas

⁵ https://gov.texas.gov/news/post/governor-abbott-adds-counties-and-extends-his-disaster-proclamation

⁶ https://comptroller.texas.gov/transparency/revenue/docs/96-571.pdf

⁷ http://www.cnbc.com/2016/01/22/falling-oil-prices-put-the-squeeze-on-state-budgets.html

⁸ www.moving.com

that will lead to new business opportunities and jobs in the Downtown Target Area. Without this grant, conditions will only get worse for the sensitive populations that call this area home.

1.a.ii. Demographic Information and Indicators of Need: Table 1 presents the socioeconomic data comparison between the Downtown Revitalization Target Area and the City of Port Arthur, Jefferson County, State of Texas and U.S. Unemployment and poverty rates are considerably higher in the Downtown Target Area than in the County, State, and U.S. Hardest hit is the Target Area's minority population. The percent minorities and population without a high school diploma in the Target Area are double that of the U.S. Conversely, the percent of high school and college graduates is lower in the Target Area than elsewhere. Almost 75% of the housing in the Target Area is Pre-1980 construction, when asbestos, formaldehyde, lead, and other hazardous substances were common in the building materials. There is a greater percentage of the sensitive populations (children, elderly, disabled, minorities, unemployed, those living in poverty) living in the Target Area and paying a larger percentage of their monthly income towards rent than elsewhere in the Country. This is largely due to median household income being 45% less than national average resulting in almost twice the percentage of residents being dependent on food stamps/SNAP benefits and half as many being able to afford health insurance. All these economic pressures on the family results in a greater percentage of children being raised by their grandparents, higher high school drop-out rates, and fewer high school and college graduates.

Table 1: Comparative Demographic Census Data⁹

| Table 1: Con | | | | | |
|--|-----------------------------|----------------|---------------------|--------------------|-------------|
| Category | Target Area ^a | Port Arthur | Jefferson County | State of Texas | USA |
| | | | • | | |
| Population | 16,107 | 54,864 | 252,466 | 26,538,614 | 316,515,021 |
| Unemployment (September) ^b | 13.1% | 12.0% | 8.4% | 4.0% | 4.2% |
| Poverty Rate - All People | 30.7% | 27.3% | 21.3% | 17.3% | 15.5% |
| Poverty Rate – Families | 26.3% | 24.4% | 17.7% | 13.4% | 11.3% |
| Poverty Rate - <5yrs old | 38.4% | 40.7% | 38.1% | 27.4% | 24.5% |
| Poverty Rate - >65yrs old | 17.9% | 18.4% | 12.6% | 11.1% | 9.4% |
| Percent Minority | 64.7% | 49.9% | 42.4% | 25.1% | 26.4% |
| Median Household Income | \$29,544 | \$32,863 | \$42,368 | \$53,207 | \$53,889 |
| Per Capita Income | \$18,794 | \$18,484 | \$23,563 | \$26,999 | \$28,930 |
| <high education<="" school="" td=""><td>14.0%</td><td>13.3%</td><td>9.7%</td><td>9.0%</td><td>7.6%</td></high> | 14.0% | 13.3% | 9.7% | 9.0% | 7.6% |
| High school graduate or higher | 79.4% | 71.9% | 82.9% | 81.9% | 86.7% |
| Bachelor's degree or higher | 12.8% | 10.8% | 18.0% | 27.6% | 29.8% |
| With a Disability- All People | 20.3% | 13.6% | 14.7% | 11.6% | 12.4% |
| With a Disability- >65rs old | 53.3% | 51.1% | 46.1% | 39.5% | 36.0% |
| Grandparents Raising Grandchild | 70.3% | 52.9% | 51.0% | 40.9% | 37.3% |
| Food Stamp/SNAP benefits | 24.4% | 24.5% | 18.5% | 13.4% | 13.2% |
| No Health Insurance | 24.4% | 32.8% | 22.9% | 20.6% | 13.0% |
| Vacant housing units | 21.9% | 17.2% | 12.6% | 11.2% | 12.3% |
| Mthly Rent Cost >35% of Pay | 47.2% | 42.9% | 43.8% | 39.5% | 42.7% |
| Median Home Value | \$62,300 | \$64,600 | \$96,400 | \$136,000 | \$178,600 |
| Pre-1980 Housing | 72.7% | 66.2% | 65.5% | 42.4% | 55.8% |
| No Vehicles | 13.0% | 11.2% | 9.3% | 5.8% | 9.1% |
| ^a Target Area defined as zip code 77640 b https://www.homefacts.com/unemployment/Texas/Jefferson-County/Port-Arthur.htm | | | | y/Port-Arthur.html | |

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⁹ https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml

If life wasn't hard enough, Hurricane Harvey flooded 34 of the city with approximately 20,000 homes with 6 feet of water¹⁰. The poorer victims of the storm are now in danger of falling deeper into poverty or homelessness. Displaced renters have found themselves reliant on the whims of landlords or the generosity of friends. Homeowners without flood insurance are in a similar bind, many are maxing out their credit cards, or moving back into damaged houses.

1.a.iii. Brownfields and Their Impacts: According to Table 1 and the EPA's Envirofacts and Texas Commission on Environmental Quality's (TCEQ) databases, there are 16,107 residents living adjacent to 200 federal and state regulated facilities in or neighboring the Target Area, currently or historically managing hazardous and petroleum substances¹¹. These regulated facilities were major contributors to Jefferson County scoring in the 90th percentile for dirtiest/worst air quality in the U.S. based on air emissions. Documented releases of arsenic, benzene, cadmium, carbon tetrachloride, lead, nickel, formaldehyde, tetrachloroethylene, trichloroethylene and 1,2-dichloroethane, to name just a few, are known carcinogens¹². In addition to these air releases, Jefferson County scored in the 90th percentiles dirtiest/worst counties in U.S. for water releases, production-related waste generation, off-site transfers of wastes, ozone depleting potential, cancer and non-cancer risk, and recognized development or reproductive toxicants. Families are concerned about the consequences of exposure to industrial pollutants by children who walk and play in their neighborhoods that are interspersed with commercial and industrial land uses. In the 2015 Downtown Revitalization Plan, the City has identified six catalyst projects (Central Business District, Boardwalk Restaurants, 4th Street Townhomes, Mixed Residential Neighborhood Center, Proctor Street & College Retail, Stillwell Blvd Townhouses) and at least 15 suspect brownfields properties that are vital to the Downtown's business growth and revitalization that this grant will be focused on. With this grant, the City will assess these blighted properties and implement its redevelopment plan that will lead to business opportunities and job growth in the Target Area. Without this grant, it will be difficult for the City to implement the *Plan* and socioeconomic conditions will likely continue to decline.

1.b. Welfare, Environmental, and Public Health Impacts

1.b.i. Welfare Impacts: Poverty rates for individuals, children, elderly and families are all higher in Downtown Revitalization Target Area than in the City, County, State, and Nation. In fact, all the poverty indicators are about double the national averages. Other welfare indicators such as unemployment, minorities, children raised by grandparents, being on food stamps, housing cost to income ratio, living in old housing, and lack of a vehicle, high school education, or health insurance are all higher for residents of Target Area. Conversely, per capita, median household income and home value are lower. All of these welfare indicators in Table 1 are prejudice toward the sensitive populations in the Target Area. For residents in Target Area, brownfields have produced disconnected neighborhoods and feelings of alienation of the residents from the rest of Port Arthur. High levels of poverty (30.7%), unemployment (13.1%), and disinvestment indicative of extensive social issues discourage redevelopment, stifle economic growth, and encourage criminal activities. The Total Crime Index for the Downtown Target Area is 200% higher than the national average. Table 2 provides a break-down of the disproportionally high crime rate in the Downtown Target Area. Rampant crime and poverty in the Target Area has discouraged services traditionally available in middle class neighborhoods from entering. Convenience stores, pawn

http://www.businessinsider.com/harvey-port-arthur-26-inches-rain-flash-floods-residents-survival-mode-2017-8

¹¹ http://www.epa.gov/enviro/index.html; http://www12.tceq.state.tx.us/crpub/index.cfm

¹² http://scorecard.goodguide.com

shops, and abandoned buildings took root instead of banks, grocery stores, medical facilities, public transportation, and community parks. Currently, only 1.3% of the Target Area population uses public transportation which is 392% less than nationally¹³. Funding from this grant will be used to solicit input on the types of public transportation that best meet the community's needs, improve air quality, and reduce the carbon footprint. Also, there are no hospitals in the Target Area with the nearest emergency room located more than 7 miles north of the Target Area¹⁴. Grant funding can be leveraged to incentivize medical providers to relocate to the Downtown area once properties have been cleared for reuse. Providing the essential services so badly needed by the Target Area's sensitive populations is paramount to the success of the City's revitalization efforts.

Table 2: 2015 Crime Rate Comparison (most recent available)¹⁵

| Crime | Target Area | Port Arthur | Texas | USA |
|--|-------------|-------------|-------|-----|
| Personal Crime Index – assault, murder, rape, robbery | 199 | 190 | 111 | 100 |
| Property Crime Index – burglary, larceny, motor vehicle | 194 | 179 | 123 | 100 |
| Total Crime Risk | 204 | 191 | 121 | 100 |

1.b.ii. Cumulative Environmental Issues: Over 120 years of industrial activity creates an enormous potential for releases of toxic chemicals to our air, land, groundwater and surface water, making a large cumulative impact on the environment likely. According to EPA and TCEQ, there are 94 sites in the Target Area with confirmed releases of hazardous substances or petroleum **products** that threaten the health and welfare of the residents ¹⁶. In addition to its comprehensive array of brownfields sites, the Downtown Target Area is bounded by the major city thoroughfares. As the population rapidly increased, these roadways experienced high traffic congestion even during off-peak hours. Currently only 1.3% of the community uses public transportation to commune to work which is 392% lower than the National average of 5.1%, impacting local air quality and carbon footprint¹⁷. The environmental justice literature on "triple jeopardy" suggests that poor minority groups, already burdened with psychological stress and poor nutrition, are more likely to live adjacent to major roadways and experience disproportionately larger adverse health effects from exposure to air pollution¹⁸. Minorities (64.7%) comprise the majority of residents in the Target Area and are more likely to live adjacent to industrial facilities emitting critical air pollutants, toxic release facilities, and have a greater cancer risk from exposure to hazardous air pollutants¹⁹. Port Arthur's drinking water supply comes from several lakes, rivers, and reservoirs that are recharged by local groundwater in Jefferson County which scored in the 70th percentile in the nation for the impairments or threatened uses. The major contaminants that threaten impacts to groundwater and surface water drinking water sources include organic enrichment, low dissolved oxygen, chlorides, salinity, and total dissolved solids. The sources of these contaminants are both point sources such as municipal and industrial waste water treatment plants and non-point sources such as uncontrolled stormwater run-off²⁰. Unassessed Brownfields sites with unknown contaminants threaten our water supplies and can hinder sustainable developments. Responsible

¹³https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml

¹⁴http://www.ema.net/hospital-locator

¹⁵http://www.moving.com/real-estate/city-profile

http://www15.tceq.texas.gov/crpub

¹⁷https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml

¹⁸http://www.cdc.gov/mmwr/preview/mmwrhtml/su6203a8.htm

¹⁹http://scorecard.goodguide.com

²⁰http://scorecard.goodguide.com

urban growth and sustainable development is needed to ensure the ecological future of the Target Area. Identifying and addressing brownfields sites over or adjacent to vulnerable water resources is critical to the well-being of sensitive populations and sustainable redevelopment. With this grant, the City will work to improve the air quality in the Target Area, a regional priority of EPA, by improving public transportation options, availability, and reducing the carbon footprint; improving the quality of the local drinking water supplies and recreational waterbodies by controlling run-off during redevelopment activities and storm event.

1.b.iii. Cumulative Public Health Impacts: Children, elderly, minorities, unemployed, low income families or those living in poverty, and uneducated comprise the sensitive populations in the Target Area. These overly burdened groups are more likely to be exposed to facilities that emit critical air pollutants or toxic release facilities than their counterparts, as presented in Table 3.

Table 3: Sensitive Populations are More Likely to be Exposed to Criteria Air Pollutants²¹

| African American | Low Income | Family Below Poverty | Kids Below Poverty | Non-High School Graduates | Renters |
|---------------------|---------------|-------------------------|-----------------------|------------------------------|---------|
| 289% | 190% | 182% | 182% | 173% | 125% |

As a result, the Target Area's Sensitive Populations have a greater cancer risk from exposure to hazardous air pollutants than whites, high income, non-poverty, high school graduates, or home owners. To make this environmental justice even worse, Jefferson County within which the Target Area is located, scored in the 90 percentiles in the nation for having the worst/dirtiest air quality²². The EPA and TCEQ databases, list 200 facilities in or adjacent to the Target Area having a history of using hazardous and/or petroleum substances²³. Many of the contaminants being released at these facilities are known or suspected toxins or carcinogens²⁴. Neither the City, County, nor State have a funding source to assess and ascertain the exposure risks associated with the known and suspect brownfields sites in the Target Area. With this grant funding, the City will assess, manage, and put these brownfields sites back to safe productive use and alleviate the ongoing environmental justice towards the residents in the Target Area. Without this grant, conditions will worsen for the sensitive populations as these sites further deteriorate providing a haven for criminal activities.

The most recent Community Needs Assessment completed by the CHRISTUS Health Southeast Texas found the Target Area is in a highly industrialized part of the City and County with severe pockets of urban poverty and high uninsured rates. Jefferson County Texas ranks 205 of 221 Counties in Health Outcomes, 209 in Health Behaviors, and 218 in Physical Environment. Age-Adjusted Mortality Rates are significantly higher for: Ischemic Heart Disease; Stroke; and Congestive Heart Failure. There are also significantly higher rates of diabetes, blood cholesterol and high blood pressure. Jefferson County is designated as an area with a shortage of primary care and specialty physicians. These factors have created a cycle in which chronic diseases go undiagnosed and/or untreated until the patient is so ill that they must be rushed to the emergency room of a local hospital, the most expensive setting to receive care. The severity of the illnesses and lack of community follow up services has led to a downward spiral for many patients. The aging population is the fastest growing demographic in the County with 13.4% of the citizens in the County age 65 or over. According to the New Institute of Medicine, the percent of local Medicare beneficiaries with Ischemic Heart Disease is 42.2%, Diabetes 30.7%, Obstructive

²¹http://scorecard.goodguide.com

²²http://scorecard.goodguide.com

²³http://www.epa.gov/enviro/index.html; http://www12.tceq.state.tx.us/crpub/index.cfm

²⁴http://scorecard.goodguide.com

Pulmonary Disease 13.3%, and Heart Failure at 23.5%. All these Target Area health problem percentages are higher than national Medicare averages and can be related to exposure to toxic chemical and poor air quality associated with historic industrial activities and brownfields²⁵. Hurricane Harvey has brought its own health problems including Zika, mold, and hepatitis. Locals are complaining of breathing problems and rashes most likely from homes infested with black mold which can lead to neurological disorders. Water-logged debris still lines the city streets and will takes months and an estimated \$25 million to dispose of, though the City received only \$10 million from the State which will not meet again on further appropriation until 2019²⁶.

1c. Financial Need

1.c.i. Economic Conditions: The City of Port Arthur is the 63rd largest city in Texas. EPA Region 6 and the Texas Commission on Environmental Quality (TCEQ) have limited resources that don't trickle down very far before they are depleted. The State of Texas does not have strong state led programs for assessments or cleanups activities, instead TCEQ relies on EPA for funding. With much of the state's economy tied to the petroleum industry, declining oil and gas prices have resulted in less taxable income being collected from the oil and gas industries. According to the Texas Comptroller's Office, declining taxable revenue from the oil and gas industries for 2017 was 66% and 87% lower than collections during the like period in 2014. Another alarming point is that job growth is lagging behind the rest of the nation, and less tax revenues mean public assistance expenditures in 2016 are running ahead of what was forecasted, further impacting state and municipal budgets²⁷. To further exasperate economic conditions, the City has been continually punished by Mother Nature. Since 1965, the City has sustained damages from Hurricanes Betsy, Rita, Humberto, Ike, and Tropical Storm Edouard. With each natural disaster, lives, homes and infrastructure were lost resulting in a **lower tax base for the City** and further budgetary strain. In September of 2008, Hurricane Ike caused \$19.3 billion in Texas and \$37.6 billion in total damages and 84 deaths²⁸. The City struggles to fund repairs from the natural disasters including buying out 77 commercial properties that were destroyed by Tropical Storm Edouard and Hurricane Ike. Gross sale revenue fell between 2008 and 2010 from a high of \$23.6 billion to \$17.2 billion. Similarly, tax revenue fell from \$613.5 million to \$576.8 million during that same period²⁹. Further stressing the City's resources, Hurricane Harvey damaged or destroyed three affordable housing developments totaling approximately 370 units constructed with Hurricane Ike recovery funding³⁰. As shown in Table 1, the Downtown Revitalization Target Area consists predominantly of low-income, high unemployment, minority neighborhoods. The unemployment and poverty rates are about double the national averages, while median household income is nearly half of the national average. Home values are almost 35% less than the national average, however, a greater percentage of the family income goes towards housing costs. To make ends meet, a greater percentage of both parents have to work, requiring the grandparents to care for the children. There is a greater percentage of individuals relying on food stamps/SNAP benefits and half as many residents having health insurance. All this added stress on the family has contributed to higher divorce rates in the Target Area compared to the national averages. The current market rate of the housing and development in the Target Area, will not support the residents of the Downtown

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²⁵ https://www.christushealth.org/workfiles/communityhealth/CommunityNeedsAssessment2012SETX.pdf

²⁶ https://www.news-journal.com/news/2017/oct/23/in-port-arthur-harveys-fury-still-lingers

http://www.cnbc.com/2016/01/22/falling-oil-prices-put-the-squeeze-on-state-budgets.html

²⁸ https://en.wikipedia.org/wiki/List_of_Texas_hurricanes_(1980%E2%80%93present)#cite_ref-Texas_Hurricanes_1-13

²⁹ http://www.setedf.org

 $^{^{30} \}frac{\text{http://www.12newsnow.com/weather/harvey/hud-secretary-carson-set-to-visit-harvey-damaged-housing-in-port-arthur-beaumont-water-plant-friday/477556505}$

neighborhoods and more residents will be displaced as indicated by a 4.5% decrease in Target Area population from 2010 to 2014³¹. With such extensive economic, environmental, and social impacts in the Target Area, the benefits of brownfields assessment and redevelopment will be most significantly felt by the sensitive populations. The only way to ensure long-term livability of neighborhoods is to provide community assets such as affordable housing, public transportation, parks, community gardens, and aquaponics/hydroponic farms. With current partnerships and leveraged funds, this grant would help address previously neglected areas of the Target Area and focus redevelopment efforts where most needed. Removing brownfields and providing additional business opportunities and jobs, community parks, farms, gardens, and affordable housing near public transit will ensure a reduction in carbon emissions, improvements in air quality, and better quality of life for residents. Without this grant, the City does not have a funding to reverse the decades of economic blight impacting the Target Area and conditions will continue to get worse.

1.c.ii. Economic Effects of Brownfields: According to EPA and TCEQ databases, there are potentially 200 brownfields in or adjacent to the Target Area having a history of using, storing and/or generating hazardous and/or petroleum substances³². The 342-acre Downtown Revitalization Target Area is dominated by abandoned structures that have exceeded their useful life (>50 years old) and are in poor condition. According to the Downtown Revitalization Plan, approximately 67 acres, or 19.5% of the Target Area, or 35% of the parcels are vacant. Real estate developers have largely ignored Port Arthur's Downtown area for many decades due to the many property encumbrances (i.e., small lots, alleys, easement, utilities, and historic structures) and the City's population has been in a slow decline since it peaked in the 1960. Table 1 shows depressed medium home values that are 35% less and vacant housing units that are 175% higher in the Downtown Target Area than the national averages. This plus the fact that 35% of the parcels are vacant, means a reduced tax base to support local schools, infrastructure, community programs, and municipal services. Conversely the businesses that remain must absorb a greater percentage of local tax burden negatively impacting businesses abilities to expand and add jobs as can be seen in the unemployment rate in Table 1. Less tax revenues for education is reflected in the lower percentage of high school and college graduates in the Target Area as compared to the elsewhere listed in Table 1. This grant will be leveraged to secure private, state, and additional federal funding including EPA cleanup and revolving loan fund grants to support redevelopment activities.

2. PROJECT DESCRIPTION AND FEASIBILITY OF SUCCESS

2.a. Project Description, Redevelopment Strategy, Timing and Implementation

2.a.i. Project Description and Alignment with Revitalization Plans: The ultimate goal of brownfield redevelopment efforts in the City of Port Arthur's Downtown Revitalization Target Area is to ensure sustained livability of this community into the future. The Downtown Revitalization Plan³³ was a comprehensive study that engaged the community to identify new development opportunities over a 12-month period and incorporates previous planning documents, building on successes and working relationships. With this grant, the City will have access to a funding source to jumpstart the assessment and redevelopment process critical to implementing the Plan. The City will be able to clear properties with perceived impacts from past land use practices and manage the properties with actual impacts to protect sensitive populations from further exposure to hazardous substances. Once cleared, these properties can be redeveloped to

³¹ https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml

³² http://www.epa.gov/enviro/index.html; http://www12.tceq.state.tx.us/crpub/index.cfm

³³ https://clients.freese.com/PortArthur

expand existing businesses, encourage new business opportunities, create new affordable housing, provide additional parks for recreation and exercise, community gardens and aquaponics and hydroponics farms to provide local healthy food, and more public transportation options and services. All these activities provide improvements to local air quality and a cleaner healthier environment that will attract higher paying jobs with healthcare benefits. Higher wages will increase discretionary spending needed for home owners to make improvements, provide college education to your children, increase local tax revenue, and the ability to break the cycle of blight, despair, and crime. EPA's funding will serve as a catalyst to restore communities, enhance the local economic climate, and promote responsible environmental practices. In addition, the City will be able to leverage the grant to secure other federal and state funding sources (i.e., HUD, DOT, EDA, EPA RLF and Cleanup funds). These activities will help EPA meet their goals and objectives to cleanup and restore communities and ecological systems; and EPA Region 6's priority to improve air quality. The City will fully utilize existing infrastructure (water, sewer, transportation) and when upgrades are needed, the City will utilize green and sustainable technologies when possible. Without these grants, conditions in the Downtown Target Area will continue to be depressed and will delay the Target Area's socio-economic recovery process.

2.a. ii. Redevelopment Strategy: These grants will fund 11 Phase I Environmental Site Assessments (ESAs), 5 Phase II ESAs (\$200,000), 2 cleanup/reuse plans, and community outreach for 4 priority types of equitable redevelopments including: (1) affordable housing; (2) community farms and gardens; (3) neighborhood parks; and (4) new or expansion of existing businesses. Community stakeholders indicated that increased job opportunities, more dining options, additional parks, community gardens, aquaponics and hydroponic farming opportunities, and affordable housing near transit were some of the greatest needs in creating great neighborhoods and a livable city during extensive public input in the City's *Downtown Revitalization Plan*. This *Plan* won the 2017 Long Range Planning Award from the Texas Chapter of the American Planning Association as the first in the nation to integrate market analysis, infrastructure, economic development, capital improvements, and urban design³⁴. Redevelopment of these brownfields properties in the Target Area will reuse the existing infrastructure (electric, gas, roads, sewers, water) to reduce the costly expansion of utilities into greenfields. Where necessary, upgrades to existing infrastructure will be incorporated into site reuse plans. Sustainable reuse of brownfields reduces runoff and waste disposal at landfills through recycling of building materials.

2.a. iii. Timing and Implementation

2.a.iii(a) Contractor Procurement: In order to secure a contractor before funding becomes available, the City of Port Arthur will solicit qualifications from Qualified Environmental Professionals (QEPs) following EPA's announcement of grant awards. A RFQ will be posted on the City's website and in the local newspapers, the *Port Arthur News*, and *Port Arthur-Beaumont Enterprise*. The QEP will be selected based on their qualifications, education, expertise, and experience, in an open competitive process in accordance with 40 CFR 31.36 and Part 34, and City Codes to ensure Disadvantaged Business Enterprise (DBE) are given the opportunity to participate.

2.a.iii(b) Community-wide Proposal: The City will continue to use the existing Target Area's Site Inventory/Identification/Prioritization/Selection process developed during the creation of the 2015 Downtown Revitalization Plan. A database was created of all vacant properties, their location

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³⁴ http://theexaminer.com/stories/news/port-arthur-wins-state-award-downtown-revitalization-plan

and sized, within the Target Area. These sites will be evaluated based on the goals of the *Plan* to create a list of priority sites to support affordable housing, public transportation and infrastructure improvements, new business and job opportunities, aquaponics/hydroponics farming, community gardens, and parks. City staff will use ranking criteria for analysis and selection of sites using the goals of the Plan. New properties will be added to the inventory that are identified by residents and community partners following the current site identification, prioritization, and selection process. The City will work with community-based organizations, neighborhood associations and other stakeholders following the grant award to prioritize sites on the inventory list that are in close proximity to six catalyst projects (Central Business District, Boardwalk Restaurants, 4th Street Townhomes, Mixed Residential Neighborhood Center, Proctor Street & College Retail, and Stillwell Blvd Townhouses) that are vital to the redevelopment of the Target Area. The City currently has 15 sites (former auto repair shops, dry cleaners, service stations, machine shops, metal fabrications, paint shops, print shops, photo processing, furniture manufacturers, hotels, office bldgs., and vacant land) targeted for Phase I ESAs and 3 for Phase II ESAs based on previous assessments (more likely based on Phase I ESA results), when grant funds become available.

2.a.ii(c) Obtaining and Securing Site Access: This will be an ongoing process. The City has agreements in place to the six "catalyst project" properties from the 2015 Downtown Revitalization Plan's community engagement process. These include the 15 properties targeted for ESAs mentioned above. If additional sites are identified as priority properties for assessment, the City staff will work with the property owners to gain access using the same successful negotiations techniques from the 2015 Plan and City's 2010 EPA Region 6 Targeted Brownfields Assessment program. The City has identified enough sites to expend the grant funds in the 3-year period.

2.b. Task Descriptions and Budget Table

2.b.i. Task Descriptions: Below are budget task descriptions, which explains each of the proposed tasks, followed by Table 4 Project Outputs and Outcomes. Included with each budget task description is an explanation of what activities will be provided by the City and those by the Qualified Environmental Professional (QEP) contractor. The majority of grant funding (\$255,000) will be used to complete Phase I (\$55,000) and II (\$200,000) ESAs.

Task 1 – Grant Implementation and Reporting: The City of Port Arthur has allocated \$7,000 for staff to attend two national and three regional EPA Brownfields conferences (\$3,500 Hazardous & \$3,500 Petroleum). In addition, \$1,000 (\$500 Hazardous & \$500 Petroleum) has been allocated to cover project supplies such as postage and stationary. The City has also allocated \$10,000 (\$5,000 Hazardous & \$5,000 Petroleum) for the OEP's reporting assistances.

Task 2 – Community Involvement: The City of Port Arthur has allocated \$15,000 (\$10,000 Hazardous & \$5,000 Petroleum) for the QEP to assist with community outreach activities outlined in the City's Community Involvement Plan (CIP) discussed in the attached Threshold Criteria Reponses, including the communication tools listed below. The City will also use \$1,000 (\$500 Hazardous & \$500 Petroleum) to cover project supplies (ex. postage, brochures, factsheets).

- Online Surveys
- **Project Website**
- Data Gathering Meetings
- Workshops
- Charrettes
- Council Review
- Media Coverage
- Updates and Postings Translators and Interpreters

Task 3 – Site Activities: Assessments and Cleanup Plans: The City has allocated \$265,000 (\$180,000 Hazardous & \$85,000 Petroleum) to complete: 11 Phase I Environmental Site Assessments (ESAs) will be conducted in accordance with ASTM standard E1527-13 for Phase I

ESAs. The Reporting Requirements Checklist will be submitted to the EPA for all Phase I ESAs. The average cost for a Phase I ESA in Port Arthur is \$5,000 (3 Hazardous ESAs for \$15,000; & 8 Petroleum for \$40,000). Five Phase II ESAs will be conducted in accordance with ASTM standard E1903-11. Activities will include preparation of a Quality Assurance Project Plan, Sampling and Analysis Plans, Health and Safety Plans, site inventory/selection/ prioritization, and reporting on environmental conditions in accordance with EPA and TCEQ approved standards, regulations and guidance. When sites have comingled contaminants, costs will be allocated to the dominant contaminant type's grant. The average cost for a Phase II is \$40,000 (4 Hazardous for \$160,000 & 1 Petroleum for \$40,000). Two Analysis of Brownfields Cleanup Alternatives and Reuse Plans will be conducted. The *Plans* will describe the nature and extent of the environmental contamination and provide options for the remediation, engineering/institutional controls, and take into consideration reuse options consistent with public health and environmental objectives at the site and in accordance with applicable cleanup regulations. The average costs for cleanup plans is \$5,000 (1 Hazardous for \$5,000 & 1 Petroleum for \$5,000). In addition, \$1000 (\$500 Hazardous & \$500 Petroleum) has been allocated to cover project supplies postage and stationary.

Table 4: Proposed Project Outputs and Outcomes

| Outputs | Outcomes |
|---------------------|--|
| 11 Phase I ESAs, | # of prioritized sites ready for reuse, # of acres assessed and ready for reuse, |
| 5 Phase II ESAs, | amount of other funds leveraged; # of assessment, cleanup and |
| 2 Cleanup Plans | redevelopment jobs leveraged, and amounts of contaminant removed. |
| # of community | Commitment from # of stakeholders involved, participation from # |
| meetings & | responses/ feedback received from outreach events, # of new partnerships |
| outreach activities | formed with community-based organizations, agencies and stakeholders. |
| # of sites | # acres redeveloped, # jobs created, # new businesses/expansion of existing |
| assessed, acres | ones; # affordable homing units created; # acres of parks created; # new |
| cleared for reuse, | public transportation option/projects; tons of materials recycled or diverted |
| sites redeveloped | from landfills; amount of tax revenue generated, amount of funds leveraged. |

2.b.ii. Budget Table: Table 5 provides the City's proposed Hazardous Substances Assessment grant budget totaling \$200,000 and Petroleum Assessment budget totaling \$100,000. No funding will be spent on Personnel, Fringe Benefits, or Equipment and thus is not listed in Table 5.

Table 5: 2017 Hazardous Substance & Petroleum Assessment Grant Budgets

| | Budget | Task 1 | Task 2 | Task 3 | |
|--------------------|-------------|-------------------|-------------|------------|-----------|
| Grant Type | Categories | Grant Reporting & | Community | Assessment | Total |
| | Categories | Implementation | Involvement | & Cleanup | |
| Hamandana | Travel | \$3,500 | | | \$3,500 |
| Hazardous | Supplies | \$500 | \$500 | \$500 | \$1,500 |
| Substance Funds | Contractual | \$5,000 | \$10,000 | \$180,000 | \$195,000 |
| | Total | \$9,000 | \$10,500 | \$180,500 | \$200,000 |
| | Travel | \$3,500 | | | \$3,500 |
| Petroleum | Supplies | \$500 | \$500 | \$500 | \$1,500 |
| Funds | Contractual | \$5,000 | \$5,000 | \$85,000 | \$95,000 |
| | Total | \$9,000 | \$5,500 | \$85,500 | \$100,000 |

2.c. Ability to Leverage: City of Port Arthur has leveraged the previous 2000 and 2005 EPA Brownfields \$200,000 Hazardous Substance grants as documented in Table 6 with supportive documentations in the Narrative Attachments.

Table 6: Leveraged Funding

| Source | Purpose/Role | Amount | Resource Status |
|-----------------------|--------------------------|-------------------|----------------------------|
| City General Funds | Grant Implementation - | \$500,000/yr | Secured, See Harold |
| | Staff Salary & Benefits | for 3 yrs | Hawkins Payroll calcs |
| US EPA 2000 & 2005 | Phase I/II ESAs, | \$400,000 | Secured, See Fact Sheets |
| Assessment Grants | Outreach, Cleanup Plans | | |
| US EPA TBA Program | Phase I/II ESAs | \$268,000 | Secured, See link below |
| | https://nej | passisttool.epa.g | gov/nepassist/nepamap.aspx |
| Texas Commission on | Review ESAs, Cleanup | \$25,000 | Potential |
| Environmental Quality | Plans | | |
| RESTORE Act | Petroleum impacts from | Texas to get | Pending, Civil Penalties |
| Funding | BP oil spill | \$550 million | Funding Gulf Restoration |
| Port Arthur Economic | Downtown Area | \$750,000/yr | Secured, Resolution #12- |
| Development Corp | Improvements | | 450 |
| Port Arthur EDC | Funding for Downtown | \$731,000 | Secured, Resolution #14- |
| | Revitalization Plan | | 186 |
| Port Arthur EDC | Downtown Pavilion | \$500,000 | Secured, Resolution #11- |
| | | | 472 & 14-475 |
| Port Arthur EDC | Port Arthur Savings | \$5.5 million | Secured, Resolution #13- |
| | Bldg-501 Procter Street | | 191 & 13-443 |
| Port Arthur EDC | 60 new homes, down | \$900,000 | Secured, Ordinance #16- |
| | payment assistance | | 16 Proposition #2 |
| Texas Economic | Downtown Area | \$6 million | Secured, Resolution #13- |
| Development Fund Act | Improvements &Training | | 206 |
| Texas General Land | Natural Disaster Relief | \$1 million | Secured, GLO Contract |
| Office | Grant | | #13-339-000-7653 |
| US HUD NSP Funds | Purchase 214 vacant lots | \$1.8 million | Secured, TDHCA |
| | in Downtown Area | | Housing Contract System |
| US HUD CDBG & | 60 new homes, down | \$90,000/yr | Secured – Resolution |
| HOME Funds | payment assistance | for 3 yrs | #17-200 |

3. COMMUNITY ENGAGEMENT AND PARTNERSHIPS

3.a. Engaging the Community

3.a.i. Community Involvement Plan: Community participation is key to the revitalization of blighted properties and to spark beneficial redevelopments in the Target Area. Our current community involvement plan is based on the *Public Involvement Plan (PIP)* developed as a prerequisite to the 2015 Downtown Revitalization Plan. The purpose of the PIP was to gather and disseminate information, fact checking, prioritize goals and objectives, and establish implementation initiatives in support of the Downtown Revitalization Plan. Community participation activities successfully implemented during the PIP and proposed for the Community Involvement Plan (CIP) of this grant will include:

Online Surveys

• Project Website

• Data Gathering Meetings

Workshops

Charrettes

• Updates and Postings

• Council Review

Media Coverage

• Translators and Interpreters

The above community engagement tools will be used in the implementation of the grant and discussed more in Section 3.a.ii *Communicating Process* and in the *Threshold Criteria Responses*.

3.a.ii. Communicating Progress: The City plans to use a multitude of time-tested methods of communicating with the community while implementing the grant. These methods have been found to be successful during the previous EPA Brownfields grants and the 2015 Downtown Revitalization Plan. The City will use Online Surveys and a Project Website to facilitate public input, as well as provide a portal for dissemination of public information. Data Gather Meetings will be held with key stakeholder groups to identify issues and work towards the vision for the Downtown Revitalization Target Area. Workshops will be held to discuss various issues and approaches that may be utilized to implement recommendations made by the public. Charrettes will be held to provide brainstorming sessions that will allow participants to collaborate on potential strategies for implementing the grant, and assessing and redeveloping catalyst properties. Council Reviews will be held with the Planning and Zoning Commission prior to the City Council's consideration and adoption of cleanup and reuse plans. City Council was briefed prior to the October 11, 2017 regular scheduled meeting where the decision to apply for Brownfields was discussed, voted upon and Resolution No. 17-265 was passed (attached). Periodic Updates and Postings of presentation and interim deliverables will be uploaded to the Project Website to keep the community and stakeholders current of grant activities. Media Coverage of grant activities and the use of translators and interpreters will be used when deemed necessary by the City staff.

3.b. Partnerships with Government Agencies

3.b.i. Local/State/Tribal Environmental Authority: The Texas Commission on Environmental Quality (TCEQ) is the lead state agency for brownfields, voluntary cleanup and other types of environmental site assessment and remediation projects. The City has and will continue to work closely with TCEQ when implementing this grant to make sure all applicable regulations are followed such that a "No Further Action (NFA)" letter can be issued at the time of site closure. TCEQ programs follow risk-based corrective action (RBCA) when evaluating exposure pathways and protecting public health and the environment. The Texas Department of State Health Services (DSHS) regulates site investigations and cleanups dealing with asbestos containing materials (ACM) and lead-based paint (LBP). The City will continue to work with DSHS during the implementation of this grant on sites where ACM or LBP is present. The Jefferson County Environmental Control Department issues development permits for new construction or improvements >50% of the original value of the building. The City Health Department monitors local environmental health issues in collaboration with the DSHS.

3.b.ii. Other Governmental Partnerships: Other government agencies the City of Port Arthur has partnerships with include: <u>USEPA Region 6 and USACE</u> on the implementation of the 2010 EPA Brownfields Target Assessment (TBA) grant. The City has had several properties assessed through the TBA in 2010 and will continue to use this valuable resource to further the success of the Downtown Revitalization Project. The EPA and the City have worked together on brownfields projects in 2000 and 2005. The City worked closely with the <u>Port Arthur Economic Development Corporation</u> (PAEDC) on the development the 2015 Downtown Revitalization Plan and continues to work closely with the PAEDC on having properties assess through the TBA program and to leverage tens of millions of dollars to renovate buildings, redevelop properties, attract new businesses and provide job training. The <u>Texas Department of Rural Affairs</u> provided the City with a Disaster Relief Grant to demolish and remove 77 dilapidated commercial buildings. <u>Lamar State</u> College and the City collaborated on the *Downtown Revitalization Plan* and on a student housing

project. The Federal Transit Administration provided funding to renovate to the Port Arthur Transit Authority Service Center and Auto Scrubber Facility. The City worked with the <u>US Department of Housing and Urban Development (HUD)</u> on the 2015-2019 Consolidation Plan to use CDBG, HOME, HOPWA, and ESG funding for affordable housing projects. The City has partnered with HUD and the PAEDC to construct 60 new single-family homes for low to moderate income families in the Downtown Area over the next three years. Finally, the City plans to apply for funding from the Gulf Coast State Act to address petroleum impacts from the Deepwater Horizon oil spill. The RESTORE Act managing council is comprised of state governors and representatives of the US Departments of Agriculture, Army, Commerce, EPA, Interior, and Homeland Security.

3.c. Partnerships with Community Organizations

<u>3.c.i. Community Organization Description & Role:</u> The City has strong partnerships with community-based organizations (CBOs) and will continue to develop additional partnerships during the course of the project. Table 7 provides a list of the CBOs for implementing this grant.

Table 7: Community-Based Organizations Function and Project Roles

| Organization and Description | Roles for the Project |
|------------------------------------|--|
| CIDA, Inc – Community Advocacy | Serve on Brownfields Steering Committee |
| Legacy CDC – Community & | Disseminate project information, marketing assistance, |
| Affordable Housing Development | serve on Brownfields Steering Committee |
| Port Arthur Economic Development | Educate and disseminate project information to public |
| Corp – Business and Job Creation | |
| Jefferson County Commissioner | Educate and disseminate project information to public |
| Office – District 3 Representative | - • |

3.c.ii. Letters of Commitment: CBO Letters of Commitments are attached to this proposal.

3.d. Partnerships with Workforce Development Programs: The Port Arthur Economic Development Corporation (EDC), Workforce Solutions of SE Texas, Goodwill Industries of SE Texas, and Lamar State College (LSC) currently provide job training and workforce placement in Port Arthur and have the organizational capability to assist with local hiring for brownfields projects. LSC has its job training center in the Downtown Revitalization Target Area, providing extensive job training opportunities and numerous certifications, and offers courses related to brownfields work. The City is considering a partnership with EDC and/or LSC for an EPA application for a Brownfields Job Training Grant for assessment and green remediation training, which has been met with mutual interest and enthusiasm. There is not currently an active Brownfields Job Training Grantee in the vicinity of Port Arthur.

4. PROJECT BENEFITS

4.a. Welfare, Environmental, and Public Health Benefits: The ability to properly assess brownfields sites is critical to the protection of public health and the environment. The results of the Phase II ESAs will provide the type and concentrations of the contaminants of concern from which risk-based corrective action evaluations of exposure pathways can be completed. The degree to which cleanup is necessary is largely dependent on the future reuse of the property and surrounding area. The cleanup and redevelopments of brownfields will reduce public exposure to contaminants (especially for sensitive populations) and improve the health and welfare of residents by contaminant source removal, isolation, or reducing the toxicity. The removal of toxic building materials will reduce potential exposure to asbestos, metals and organic compounds. Improving public transportation and infrastructure will improve the air quality, reduce the carbon foot, and reduce potential exposure to critical air pollutants. With this EPA funding, the City will be able

to assess and manage brownfields sites and revitalize the Downtown Target Area. In doing so, improves the quality of life for the residents by providing increased job opportunities, more dining options, additional parks, community gardens, aquaponics/hydroponic farming opportunities, and affordable housing near transit; some of the greatest needs in creating great neighborhoods and a livable city came out of the public input within the City's *Downtown Revitalization Plan*.

Increasing the number of neighborhood parks, community gardens, and aquaponics/hydroponics farms available for those who live and work in the Target Area, especially the sensitive populations, will improve the quality of life by providing access to recreation, nature and affordable food. Community services and affordable housing developments near transit stops will increase walkability, decrease vehicle usage, improve air quality, provide for more exercise and improve public health. Increases in community outreach will create a greater sense of community pride in the revitalization process in the Target Area. With a sense of pride, property owners will be more likely to make improvements in their properties, which will result in additional tax revenue, and a reduction in crime rates. Redevelopment of these brownfields properties in the Target Area will reuse the existing infrastructure and reduce the costly expansion of utilities into greenfields. Sustainable reuse of brownfields reduces runoff and waste disposal at the local landfill through recycling of building materials.

4.b. Economic and Community Benefits: Reducing the negative impact of brownfields will attract new businesses, increase property investments and values, and the tax base. The removal of environmental liability allows for project financing and/or additional grant funding. More affordable housing and businesses near public transit will ensure that all residents of the Target Area are able to benefit from the Downtown revitalization. Improved housing, parks and gardens will translate into reduced medical costs for treating chronic illness by eliminating exposure to toxic building materials, providing healthy locally grown food, and more recreation options. Less income being spent on transportation, food, and healthcare allows for increases in discretionary income. New business opportunities will follow as improvements are made to the livability of the Target Area. This will result in additional tax revenues from which City services are provided. Continued improvements in the Target Area will provide more options for dining, entertainment, and shopping, which will bring more jobs and increased tax revenues to the City to continue to remove brownfields from the Target Area and improve the quality of life of the residents.

5. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

5.a. Audit Findings: The City of Port Arthur is unaware of any adverse audits findings related to managing the 2000 and 2005 Brownfields grants or other federal or state grants.

5.b. Programmatic Capability: The City of Port Arthur has a long successful history of implementing local, state and federal grants, including two previous EPA Brownfields grants. The City retains highly qualified staff able to manage all technical, financial and programmatic aspects of the grant. **Ronald Burton, Brownfields Program Manager**, has worked for the City as the Director of Planning and Zoning for over 5 years. Mr Burton will be responsible for project management and scope, overall program development, brownfields technical assistance, reporting, grant administration, maintenance and grant closeout. **Mary Essex**, Brownfields Grant Manager, has worked for the City for 25 years managing all federal, state, and local grant funding. Ms. Essex will be responsible for all Cooperative Agreement reporting requirements including but not limited to quarterly and closeout reports, Federal Financial Reports, MBE/WBE reports, Property Profile Forms, and data inputs to ACRES to track the grant's outputs and outcomes. **LaRisa Carpenter**, Public Information Officer, is responsible for public communications and media relations. **Pamela**

Langford, Administrative Assistant, assists the Director of Development Services and Planning with City zoning requirements, government codes and regulations. **Paul Brown**, Senior Planner, is responsible for assisting the public with zoning and development requirements. Staff from the City's Environmental Health Department and Building Inspections will also be utilized as needed. If additional expertise is required, Human Resources will ensure that qualified staff are hired.

The City of Port Arthur will solicit qualifications from Qualified Environmental Professionals (QEPs) once the EPA announces the 2018 grant awards. A request for qualifications (RFQ) will be posted on the City's website and in the local newspapers, *Port Arthur News*, and *Port Arthur-Beaumont Enterprise*. The QEP will be selected based on demonstrated qualifications, education, expertise, and experience; in accordance with 40 CFR 31.36 and Part 34, and with City Codes, to ensure Disadvantaged Business Enterprise (DBE) are given the opportunity to participate.

<u>5.c. Measuring Environmental Results: Anticipated Outputs/Outcomes:</u> Program performance measures are listed in Table 4. These measurements of program outputs and outcomes will be entered into ACRES and reported on a quarterly basis for this grant program.

5.d. Past Performance and Accomplishments

<u>5.d.i.</u> Currently or Has Ever Received an EPA Brownfields Grant: The City of Port Arthur has successfully managed two EPA grants as summarized in Table 8 below:

| | Table 0. Trevious ETA | Diowinicia | s Grant Awarus | , |
|-------|---------------------------------|------------|----------------|------------------|
| Award | Award Type | Award | Assigned | Remaining Funds |
| Year | Award Type | Amount | Number | at Grant Closure |
| 2000 | Hazardous Sub. Assessment Pilot | \$200,000 | BP98663401 | N/A |
| 2005 | Hazardous Substance Assessment | \$200,000 | BF96601301 | N/A |

Table 8: Previous EPA Brownfields Grant Awards

5.d.i.1. Accomplishments: The City of Port Arthur has successfully implemented two previous EPA Brownfields grants which completed 13 Phase I ESAs and 2 Phase II ESAs on approximately 55 acres. All outcomes and outputs have been entered into ACRES for the 2000 and 2005 grants. These two EPA grants were used to <u>leverage approximately \$268,000 in EPA Region 6 TAB</u> funding to complete 6 Phase I/II ESAs on approximately 45 acres³⁵.

<u>5.d.i.2.</u> Compliance with Grant Requirements: The City of Port Arthur has successfully complied with previous grant requirements. All reports and documents were submitted to the EPA per the terms and conditions of the Cooperative Agreements. For this grant program, progress will be reported on a quarterly, semiannual and annual basis as required. Progress towards the goals, milestones, work plans, expenditures, successes, and challenges will be submitted per the requirements of the Cooperative Agreement. Final close-out reports and required forms will be submitted within 90 days of the end of the grant. Based on past grant successes, the City is confident it will make sufficient progress to ensure full utilization and drawdown of funds.

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³⁵ <u>https://nepassisttool.epa.gov/nepassist/nepamap.aspx</u>

Narrative Proposal Attachments

Community Based Organizations Letters of Support

- 1) Community In-Power and Development Association, Inc
- 2) Legacy Community Development Corporation
- 3) Port Arthur Economic Development Corporation
- 4) Jefferson County Commissioner's Office

City Council Resolution No. 17-265

Leveraged Funding Documentation

- A. Harold R Hawkins City of Port Arthur Payroll Calculation Grant
- B. USEPA Brownfields 2000 Assessment Pilot Fact Sheet
- C. USEPA Brownfields 2005 Assessment Fact Sheet
- D. USEPA ACRES, https://nepassisttool.epa.gov/nepassist/nepamap.aspx
- E. RESTORE Act Funding
- F. City of Port Arthur City Council Resolution No. 12-450
- G. City of Port Arthur City Council Resolution No. 14-186
- H. City of Port Arthur City Council Resolution No. 11-472
- I. City of Port Arthur City Council Resolution No. 14-475
- J. City of Port Arthur City Council Resolution No. 13-191
- K. City of Port Arthur City Council Resolution No. 13-443
- L. City of Port Arthur City Ordinance No. 16-16, Proposition No. 2
- M. City of Port Arthur City Council Resolution No. 13-206
- N. City of Port Arthur Attachment B, GLO Contract No. 13-339-000-7653
- O. City of Port Arthur NSP Contract Details, TDHCA Housing Contract System
- P. City of Port Arthur City Council Resolution No. 17-200



Community In-Power and Development Association Inc. 600 Austin Avenue,
Port Arthur TX 77640

November 7, 2017

Attn: Mary Essex

Dear City of Port Arthur Texas,

I, Hilton Kelley along with my non-profit organization: The Community In-Power and Development Association Inc. would be and is honored to supply this letter of support for the city's efforts to clean up and detoxify brownfields properties. For many years we have felt that this is something that needs to take place in the city of Port Arthur. Many areas along our waterfront and in the interior of our city are in desperate need of land-assessment and remediation when it comes to brownfields issues. And I, Hilton Kelley would be honored to serve on the advisory committee for this very important project. Once again let this letter serve as a letter of support to receive funding from whatever source you seek it.

Yours truly,

Hilton Kelley

Executive Director and Founder

Community In-Power and Development Association Inc.

P: (409) 498-1088 | E: Hilton.Kelley@cidainc.org



www.cidainc.org

LEGACY COMMUNITY DEVELOPMENT CORP. 3025 PLAZA CIRCLE, PORT ARTHUR, TEXAS 77642 409-365-9850

November 8, 2017

Derrick Ford Freeman City of Port Arthur PO Box 1089 Port Arthur, Texas 77640

Dear Mayor Freeman:

Legacy CDC is proud to provide this letter of support for the Port Arthur's EPA Brownfields Community-Wide Assessment Grant. Legacy CDC is a non-profit organization whose primary mission is community development. We are currently working with the City of Port Arthur to develop affordable housing in the downtown area. We strive to develop safe, decent and affordable housing for families of all income ranges.

In support of this project, Legacy CDC is willing to provide website space to post meetings, assist with marketing, disseminate information and serve on the Brownfields Steering Committee.

Once again, Legacy CDC fully supports the City's application for the EPA Brownfields Community-wide Assessment Grant and commits to provide assistance as needed to ensure its success.

Sincerely,

Vivian | Raid



October 25, 2017

Derrick Ford Freeman, Mayor City of Port Arthur P.O. Box 1089 Port Arthur, Texas 77641-1089

Dear Mayor Freeman:

As CEO of the Port Arthur Economic Development Corporation, I strongly support Port Arthur's 2018 Environmental Protection Agency Brownfields Community-Wide Assessment grant application for the City's Downtown Revitalization project. I am extremely interested in the continued progression, beautification, and overall sustainability of the City of Port Arthur. I am very passionate about my community and look forward to assisting with the efforts in establishing a vibrant and prosperous community that would be looked upon as a great place to live, work and play.

As a community, Port Arthur has experienced economic prosperity and decline, the same as many other cities. Unfortunately, over the years, some areas of town, such as the Downtown area, have been affected by economic shifts to the point that sometimes those areas may be forgotten.

Throughout the Downtown Planning process, I was happy to see, that as a group, we were committed to see a livable and sustainable plan form, not a plan that would be shelved, but a plan that serves as a guide for development and economic enrichment. The ending result of the planning process was a great compliment to the existing efforts and future goals of the City of Port Arthur.

The Port Arthur Economic Development Corporation is committed to helping in the efforts of revitalizing the Port Arthur downtown area by informing the community about the Brownfields Community-Wide Assessment grant and the expected positive results the grant will have on the downtown area.

It is my pleasure to be a part of the process of helping to revitalize the Port Arthur Downtown Area.

Sincerely,

Floyd Batiste, CEcD, CEO Port Arthur Economic Development Corporation

Jefferson County Sub-Courthouse 525 Lakeshore Drive Port Arthur, Texas 77640



OFFICE: (409)983-8300 FAX: (409)983-8303 Email: msinegal@co.jefferson.tx.us

COMMISSIONER MICHAEL SHANE SINEGAL PRECINCT #3

October 25, 2017

Derrick Ford Freeman, Mayor City of Port Arthur P.O. Box 1089 Port Arthur, Texas 77641-1089

Re: 2018 Environmental Protection Agency Brownfields Community-Wide Assessment Grant

Dear Mayor Freeman:

I am writing to support the City of Port Arthur's Brownfields Assessment Grant request to the Environmental Protection Agency for the Downtown Revitalization project. As a former City Council member who is currently serving as County Commissioner for Precinct 3, I believe the Downtown Revitalization project will help the City refine its vision and establish a blueprint for a livable, workable and sustainable downtown.

The City of Port Arthur has always placed big dreams and high value for its downtown area. The Revitalization project will provide a roadmap to bring the ideas and goals of the City to reality in a holistic approach that is ambitious, and highly attainable.

The Port Arthur Downtown Revitalization Plan is the first of its kind in the nation and will provide a venue for sustainability, commerce, community enrichment, preservation, restoration, education and progress to the City of Port Arthur and the surrounding area. It is my pleasure to support the Brownfields grant and educate the public on the benefits of the Brownfields grant.

Sincerely,

Commissioner Michael S. Sinegal Jefferson County Commissioner Pct. #3 525 Lakeshore Drive

Port Arthur, Texas 77640

(409) 983-8300

P. R. # 19943 10/11/2017 ME-Grants Management Page 1 of 4

| RESOLUTION NO | 17-265 |
|---------------|--------|
| | |

A RESOLUTION AUTHORIZING FILING AN APPLICATION WITH THE U. S. ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR A BROWNFIELDS AREA-WIDE PLANNING GRANT IN THE AMOUNT OF \$300,000.

WHEREAS, the Environmental Protection Agency (EPA), is requesting applications for Brownfields grants, as delineated in Exhibit "A"; and,

WHEREAS, The City of Port Arthur does wish to apply for a Brownfields Area-Wide Planning grant; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

THAT the City Manager is hereby authorized to file a grant application in an amount of \$300,000 for a Brownfields Area-Wide Planning grant.

THAT a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

| READ, ADOPTED AND APPROVED this day of October, A.D., 2017, at a Regular |
|---|
| Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES: |
| MAYOR Freeman; Mayor Ano Jem Jones |
| COUNCILMEMBERS: Scott, Kinlaw, Dsucet, Lewis |
| Morey & Frank |
| NOES: Noew |
| |
|) yuu |
| Derrick Ford Freeman, Mayor |

P. R. # 19943 10/11/2017 ME-Grants Management Page 2 of 4

Sherri Bellard, City Secretary

APPROVED AS TO FORM:

Val Tizeno, City Attorney

APPROVED FOR ADMINISTRATION:

Brian McDougal, City Manager

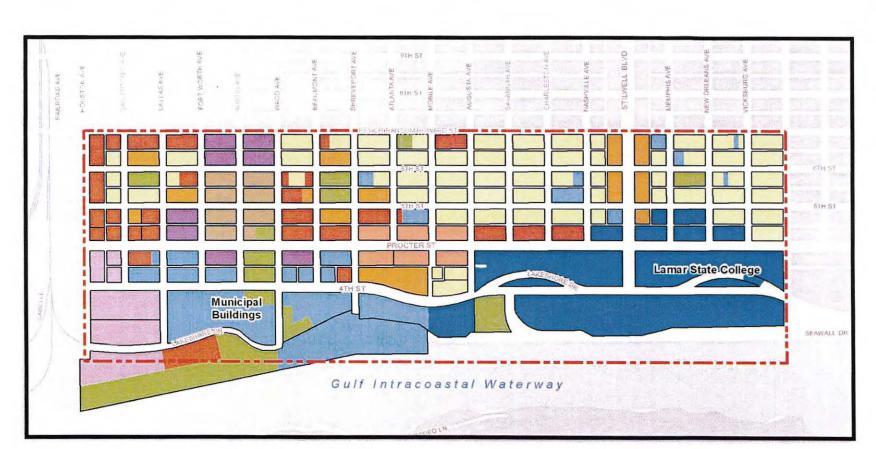
Exhibit "A"

Brownfields are properties that may have hazardous substances, pollutants or contaminants present. EPA's Brownfields Program provides grants and technical assistance to communities, states, tribes and others to assess, safely clean up and sustainably reuse these contaminated properties. Cleaning up and reinvesting in brownfields protects human health and the environment, reduces blight, and takes development pressures off greenspaces and working lands. To learn more about EPA's broader efforts to put previously contaminated properties back into productive use.

EPA's Brownfields program provides direct funding for Brownfields assessment, cleanup, revolving loans, and environmental job training. To facilitate the leveraging of public resources, EPA's Brownfields Program collaborates with other EPA programs, other federal partners, and state agencies to identify and make available resources that can be used for Brownfields activities. In addition to direct Brownfields funding, EPA also provides technical information on Brownfields financing matters.

- <u>Assessment Grants</u>: Assessment grants provide funding for a grant recipient to inventory, characterize, assess, and conduct planning and community involvement related to brownfields sites.
- Revolving Loan Fund Grants: The purpose of revolving loan fund grants is to enable states, political subdivisions, and Indian tribes to make low interest loans to carryout cleanup activities at brownfields properties.
- <u>Cleanup Grants</u>: Cleanup grants provide funding for a grant recipient to carry out cleanup activities at brownfields sites.
- Area-Wide Planning Grants (AWP): Grant funding to communities to research, plan and develop implementation strategies for an area affected by one or more brownfields. Developing an areawide plan will inform the assessment, cleanup and reuse of brownfields properties and promote area-wide revitalization.
- Environmental Workforce Development and Job Training Grants (EWDJT): Environmental
 workforce development and job training grants are designed to provide funding to eligible
 entities, including nonprofit organizations, to recruit, train, and place predominantly low-income
 and minority, unemployed and under-employed residents of solid and hazardous wasteimpacted communities with the skills needed to secure full-time, sustainable employment in the
 environmental field and in the assessment and cleanup work taking place in their communities.
- Multi-Purpose Pilot Grants: In FY2010, EPA piloted a new grant program that will provide a
 single grant to an eligible entity for both assessment and cleanup work at a specific brownfields
 site owned by the applicant. The assessment/cleanup multi-purpose grant pilots are currently
 being evaluated before the program offers them again.
- <u>Training</u>, <u>Research</u>, <u>and Technical Assistance Grants</u>: Training, research, and technical assistance grants provide funding to eligible organizations to provide training, research, and technical assistance to facilitate brownfields revitalization.

Port Arthur's Brownfield Area-Wide grant will focus on Hotel Sabine and the same target area as the Downtown Revitalization Plan: The study area is defined as Houston Avenue to the West, 7th Street to the North, Lake Charles Avenue to the East, and the Gulf Intracoastal Waterway as the approximate southern boundary.



City of Port Arthur Payroll Calculation Grant

| Name of | Annual | | Health | Workers- |
|----------------------|------------|-----------|-----------|--------------|
| Peronnel | Salary | FICA | Insurance | Compensation |
| Ron Burton | 109,406.96 | 8,369.63 | 25,491.70 | 566.28 |
| Mary Essex- Campbell | 74,099.79 | 5,668.63 | 17,265.30 | 383.50 |
| La Risa Carpenter | 74,099.79 | 5,668.63 | 17,265.30 | 383.50 |
| Pamela Langford | 52,867.98 | 4,044.40 | 17,726.54 | 273.52 |
| Paul Brown | 65,777.92 | 5,032.01 | 15,326.22 | 340.34 |
| Totals | 376,252.44 | 28,783.31 | 93,075.06 | 1,947.14 |

Harold R. Hankins

Assistant Finance Director-Accounting, Auditing, and Financial Reporting

Finance Department

harold.hankins@portarthurtx.gov

www.portarthurtx.gov

Office 409-983-8106

Fax 409-984-5463





EPA Brownfields Initiative

EPA's Brownfields Program empowers states, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. A brownfield site is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. On January 11, 2002, President George W. Bush signed into law the Small Business Liability Relief and Brownfields Revitalization Act. Under the Brownfields Law, EPA provides financial assistance to eligible applicants through four competitive grant programs: assessment grants, revolving loan fund grants, cleanup grants, and job training grants. Additionally, funding support is provided to state and tribal response programs through a separate mechanism.

Background

EPA has selected the City of Port Arthur for a Brownfields Pilot. Port Arthur is located along the Gulf Coast in southeast Texas and is rich in ethnic and racial diversity. The advent of the railroad and the port established the city as an important terminus of the Kansas City Southern Railroad and as one of the largest refinery ports in the country. The city attracted industry and became home to 11 major manufacturing companies. Unfortunately, the area entered a period of decline, and by the early 1990s, 9 of the 11 manufacturing facilities ceased operations. With the closure of these facilities came the closure of many small and medium suppliers to these facilities. As the industrial base declined, so did the adjacent neighborhoods.

The Pilot targets properties in areas that have large minority populations who have been impacted by economic distress and perceived environmental contamination. The targeted properties are primarily located on the West Side of Port Arthur and near downtown. These areas encompass large tracts of vacant and underutilized sites and represent a major source of economic and environmental blight. For example, 40 percent of the West Side's minority residents live below the poverty level and almost 50 percent are unemployed.

Pilot Snapshot

Date of Announcement: 09/01/1997

Amount: \$200,000

Profile: The City of Port Arthur targets brownfields located on the West Side of Port Arthur and near downtown-areas known for their economic and environmental blight.

Contacts

For further information, including specific grant contacts, additional grant information, brownfields news and events, and publications and links, visit the EPA Brownfields Web site (http://www.epa.gov/brownfields).

EPA Region 6 Brownfields Team (214) 665-6780 EPA Region 6 Brownfields Web site (http://www.epa.gov/region6/brownfields)

Grant Recipient: City of Port Arthur, TX (409) 983-8101

Objectives

The aim of the city is to remove environmental barriers to redevelopment, restore properties in distressed areas to productive reuse, and rebuild sustainable communities. The city plans to create a cleanup and redevelopment process that will serve as a catalyst for neighborhood recovery and economic growth. The city will use the Pilot to focus on brownfields as the central link between environmental protection and economic revitalization to the distressed areas.

Activities

Activities planned as part of this Pilot include:

- Identifying brownfields, creating an inventory of sites, and selecting high-priority sites for further assistance;
- Conducting environmental assessments on approximately six targeted sites;
- · Designing and implementing community involvement strategies to ensure public participation; and
- Developing tools and models to reduce barriers to brownfields cleanup and redevelopment.

The cooperative agreement for this Pilot has not yet been negotiated; therefore, activities described in this fact sheet are subject to change.

The information presented in this fact sheet comes from the grant proposal; EPA cannot attest to the accuracy of this information. The cooperative agreement for the grant has not yet been negotiated. Therefore, activities described in this fact sheet are subject to change.



EPA Brownfields Program

EPA's Brownfields Program empowers states, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. A brownfield site is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. On January 11, 2002, President George W. Bush signed into law the Small Business Liability Relief and Brownfields Revitalization Act. Under the Brownfields Law, EPA provides financial assistance to eligible applicants through four competitive grant programs: assessment grants, revolving loan fund grants, cleanup grants, and job training grants. Additionally, funding support is provided to state and tribal response programs through a separate mechanism.

Community Description

The City of Port Arthur was selected to receive a brownfields assessment grant. Port Arthur (population 57,755) is located in extreme southeast Texas on the Gulf of Mexico. Throughout the 20th Century, the oil industry defined Port Arthur's development. Today, three major oil refineries and at least six petrochemical plants are located in the city. While the industry thrived, most residents were guaranteed above-average incomes straight out of high school, making higher education unnecessary for many. Today, almost as many residents 25 years and older lack high school diplomas as those who have them. As a result, Port Arthur has remained a blue-collar community. Unemployment and poverty rates are nearly 14 and 25 percent, respectively. More than 68 percent of the residents are minority. The city also faces a problem with an older, rapidly deteriorating stock of housing and former heavy commercial and industrial properties. Port Arthur has identified 30 suspected brownfields sites that are vital for the city's business growth and revitalization. Assessment of previously unidentified brownfields sites will allow the city to implement its plan to develop a small residential community, with adjacent commercial areas, in the west side neighborhood. The city expects these efforts to lead to the creation of jobs and business opportunities in parts of the city hit hardest by the economic decline.

Assessment Grant

\$200,000 for hazardous substances

EPA has selected the City of Port Arthur for a brownfields assessment grant. Grant funds will be used to update the inventory of brownfields, perform community outreach activities, conduct 15 to 20 Phase I and five to ten Phase II site assessments, and plan remedial actions and reuse. The city will focus on the West Side of Port Arthur, which has been disproportionately impacted by the presence of brownfields.

Contacts

For further information, including specific grant contacts, additional grant information, brownfields news and events, and publications and links, visit the EPA Brownfields Web site (http://www.epa.gov/brownfields).

EPA Region 6 Brownfields Team (214) 665-6780 EPA Region 6 Brownfields Web site (http://www.epa.gov/region6/brownfields)

Grant Recipient: City of Port Arthur, TX (409) 983-8298

The information presented in this fact sheet comes from the grant proposal; EPA cannot attest to the accuracy of this information. The cooperative agreement for the grant has not yet been negotiated. Therefore, activities described in this fact sheet are subject to change.

Civil Penalties Funding Gulf Restoration (RESTORE Act) UPDATE ON STATUS: RESTORE Direct Component (Bucket 1) RFGA

The Bucket 1 Review Team has submitted its evaluations of the more than 200 project applications received in response to the RFGA for the RESTORE Direct Component (Bucket 1) grant funds. As a reminder, the Bucket 1 Review Team consisted of representatives from several state agencies and the Governor's Office. Commissioner Baker is in the process of reviewing those completed evaluations and the applications to identify potential projects for funding.

Following Baker's review, and in collaboration with the Governor, a draft project list will be selected for inclusion in the State's Multi-Year Implementation Plan (MIP). Under the RESTORE Act this plan is required to secure project funding and will be posted for public comment prior to submission to U.S. Treasury.

Please continue to visit this website for information on when the draft MIP, with the project list, will be posted in both the Texas Register and this website for public comment. Following the 45-day comment period, the finalized MIP will be submitted to the U.S. Treasury for acceptance.

We appreciate the overwhelming interest in the RESTORE Act program and look forward to presenting an MIP to the public that maximizes the benefit of these funds to the environment and economy of the Texas coast.

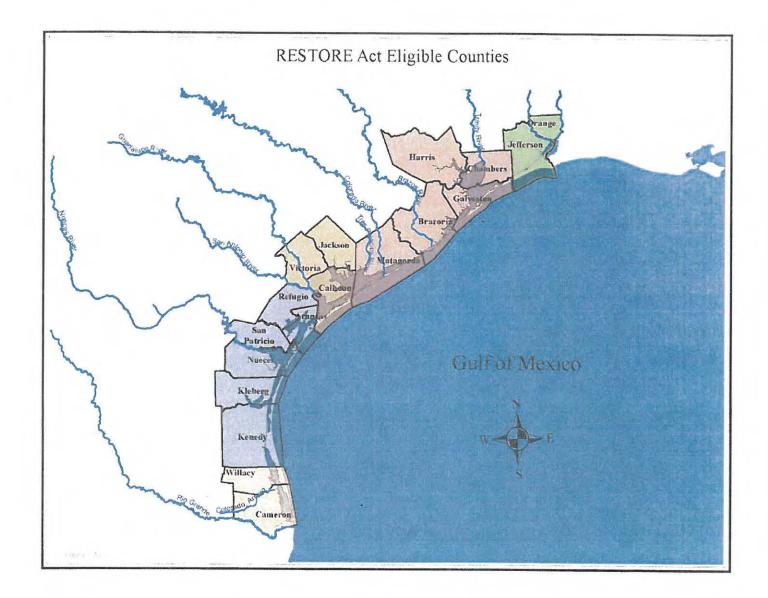
The total amount available for funding under this request for applications is approximately \$56 million. Direct Component grants must support projects that: restore and/or protect natural habitats; mitigate damage to fish and/or wildlife; improve state parks in coastal areas; protect against coastal floods; promote tourism and/or consumption of Gulf Coast seafood; or develop the workforce and/or create jobs in the coastal region.

PROCESS — The review and selection process is competitive and includes elements from other state and federal grant programs. The scoring criteria is based on the Priorities Document (https://www.restorethetexascoast.org/wp-content/uploads/2014/08/PrioritiesDocument_Posted.pdf) and is included in the RFGA (https://www.restorethetexascoast.org/wp-content/uploads/2014/05/RFGA-Bucket-1-01-17-15.pdf). The initial list of selected projects will be posted for a 45-day public comment period and the final list of selected projects will be included in the Multi-year Implementation Plan required by U.S. Treasury to secure grant funds.

FEDERAL REQUIREMENTS – Applicants should be acquainted with the federal terms and conditions (https://www.restorethetexascoast.org/wp-content/uploads/2016/04/FEDERAL-CONDITIONS-Bucket-1.pdf) governing RESTORE Direct Component Grants.

FRAMEWORK — The Framework Document outlining the importance of the Texas coast and Texas' implementation of the RESTORE Act, "CONSERVE, RESTORE, RENEW, (https://www.restorethetexascoast.org/wp-content/uploads/2014/08/Framework.pdf)" has been published.

RESTORE ACT ELIGIBLE COUNTIES – Map of Texas counties eligible for RESTORE Act funds



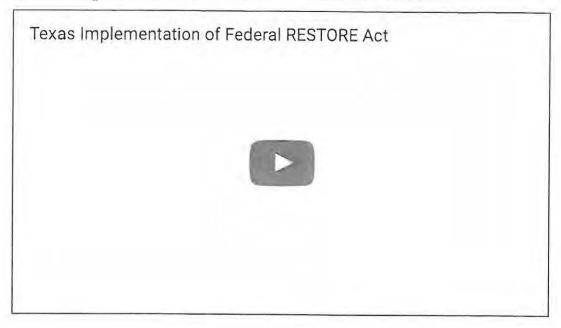
Gulf Coast Ecosystem Restoration Council Releases the Draft 2016 Comprehensive Plan Update and Public Meeting Schedule

The Gulf Coast Ecosystem Restoration Council (Council) has released a proposed update to its 2013 Comprehensive Plan. The draft provides strategic guidance for the Council to follow as it makes decisions on funding projects and activities aimed at restoring the Gulf of Mexico.

Public comments on the draft Comprehensive Plan Update were accepted from August 23, 2016 to October 7, 2016. The Plan is expected to be finalized and adopted by the council in mid-December 2016.

For additional information on the draft Plan, visit the Council's website at www.RestoreTheGulf.gov (http://www.restorethegulf.gov).

Texas Implementation of Federal RESTORE Act



The Gulf Coast Ecosystem Restoration Council (Council) approved the Initial Funded Priorities List (FPL) and the Spill Impact Component Rule

Restoration Component (Bucket 2)

FUNDED PRIORITIES LIST (FPL) — An FPL was developed by the Council to implement Bucket 2 (Council-Selected) of the federal RESTORE Act. The Council-approved FPL includes environmental projects and activities directly benefiting the state of Texas.

The FPL allocates approximately \$140 million of project funding, including approximately \$26 million for six projects in Texas. Four of the six projects in Texas will be managed by the state, through the TCEQ. Those projects include: Matagorda Bay System Landscape Conservation, Bayou Greenways, Bahia Grande Coastal Corridor, and Texas Beneficial Use and Marsh Restoration.

The projects and activities will be funded using civil penalties resulting from the 2010 Deepwater Horizon oil spill.

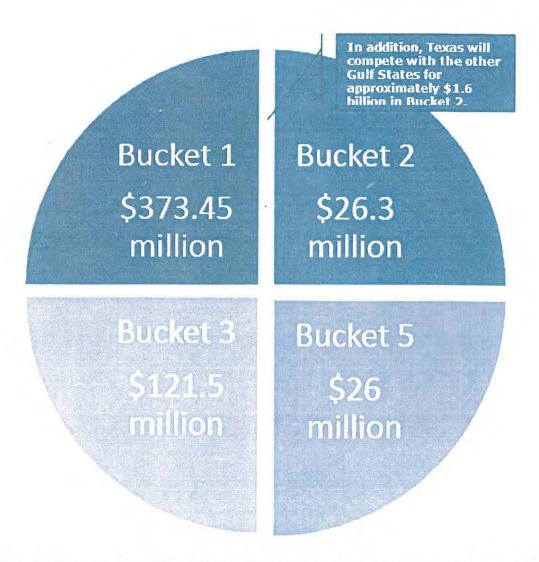
See specific information on all the selected projects (https://restorethegulf.gov/sites/default/files/FPL_forDec9Vote_Errata_04-07-2016.pdf).

Oil Spill Component (Bucket 3)

The Council also adopted the final rule to implement Bucket 3 (Spill Impact) of the RESTORE Act. The rule was adopted December, 2015 (http://www.gulfspillrestoration.noaa.gov/restoration-planning/gulf-plan/).

About RESTORE

The Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, or The RESTORE Act (http://eli-ocean.org/gulf/files/RESTORE-Act-2012.pdf). The RESTORE Act, was passed by Congress on June 29, 2012, and signed into law by President Obama on July 6, 2012. The RESTORE Act envisions a regional approach to restoring the long-term health of the valuable natural ecosystems and economy of the Gulf Coast region. The RESTORE Act dedicates 80 percent of any civil and administrative penalties paid under the Clean Water Act, after the enactment of the RESTORE Act, by responsible parties in connection with the Deepwater Horizon oil spill to the Gulf Coast Ecosystem Restoration Trust Fund for ecosystem restoration, economic recovery, and tourism promotion in the Gulf Coast region. Following resolution of administrative and civil penalties, Texas is expected to receive at least \$550 million in RESTORE funds through 2033.



The Gulf Coast Ecosystem Restoration Council

(http://www.restorethegulf.gov/) (Council) is charged with helping to restore the ecosystem and economy of the Gulf Coast region by developing and overseeing the implementation of the RESTORE Act. The Council is chaired by the

Secretary of the U.S. Department of Commerce and includes the Governors of the States of Alabama (http://www.restorealabama.org/), Florida (http://www.dep.state.fl.us/deepwaterhorizon/about_restore_act.htm), Louisiana (http://coastal.la.gov/), Mississippi (http://www.restore.ms/new-faq/) and Texas and the Secretaries of the U.S. Departments of Agriculture, Army, Homeland Security and the Interior and the Administrator of the U.S. Environmental Protection Agency. Toby Baker (http://www.tceq.texas.gov/about/organization/baker_bio.html), Commissioner, Texas Commission on Environmental Quality has been designated by the Governor of Texas, as the Texas representative on the Council.

Funding

The money in the Gulf Coast Restoration Trust Fund will be allocated to the Gulf Coast states and the Gulf Coast Ecosystem Restoration Council according to the following guidelines:

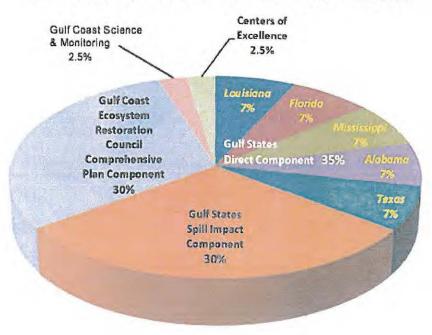
- 35 percent divided equally between the five Gulf Coast States to be used for ecosystem restoration, economic development & tourism promotion (Direct Component);
- 30 percent for ecosystem restoration under the Comprehensive Plan developed and approved by the Council (Comprehensive Plan Component);
- 30 percent divided among the five Gulf Coast States according to a formula to implement State Expenditure
 Plans, which require Council approval—each Gulf state is guaranteed a minimum of 5% of the 30% allocation
 (Spill Impact Component);
- 2.5 percent dedicated to the National Oceanic and Atmospheric Administration to establish a Gulf Coast Ecosystem Restoration Science, Observation, Monitoring & Technology Program; and
- 2.5 percent allocated to the Gulf Coast States to award grants to establish Centers of Excellence.

Allocation of Funds Under the RESTORE Act

RESTORE Council: Initial Comprehensive Plan

On August 28, 2013, the Gulf Coast Ecosystem Restoration Council approved the Initial RESTORE Plan is approved: Restoring the Gulf Coasts Ecosystem and Economy (/wp-

Allocation of Funds Under the RESTORE Act



content/uploads/2014/08/Restoring_the_Gulf_Coast_August_2013.pdf) (4MB PDF). The Initial Plan was developed with input received through 14 public meetings held in the Gulf Coast area, including Texas. Over 2,300 individuals attended these meetings and approximately 41,000 public comments were received. The Initial Comprehensive Plan provides a framework to implement a coordinated region-wide restoration effort in a way that restores, protects, and revitalizes the Gulf Coast region following the DWH oil spill.

The Council and the State of Texas recognize this unique and unprecedented opportunity to implement a coordinated Gulf region-wide restoration effort. The Council's five goals included in the Initial Comprehensive Plan are: (1) Restore and Conserve Habitat — Restore and conserve the health, diversity, and resilience of key coastal, estuarine, and marine habitats. (2) Restore Water Quality — Restore and protect water quality of the Gulf Coast regions fresh, estuarine, and marine waters. (3) Replenish and Protect Living Coastal and Marine Resources — Restore and protect healthy, diverse, and sustainable living coastal and marine resources. (4) Enhance Community Resilience — Build upon and sustain communities with capacity to adapt to short- and long-term changes. (5) Restore and Revitalize the Gulf Economy — Enhance the sustainability and resiliency of the Gulf economy. That Plan is in the process of being updated.

Texas Efforts

Governor Rick Perry established The Texas RESTORE Advisory Board (https://www.restorethetexascoast.org/wp-content/uploads/2014/08/TxRABList.pdf) (PDF) (TxRAB) to advise and assist TCEQ Commissioner Toby Baker in performing his duties under the RESTORE Act. TxRAB members, representing 10 state agencies and the Governor's Ofice of Economic Development and Tourism, will assist in developing the required RESTORE Act plans as well as provide guidance and counsel regarding the allocation of RESTORE Act funds.

Public Participation

Listening sessions for Bucket 1 were held in communities along the Texas coast to receive input for finalizing the Priorities Document included in the RFGA. Workshops were also held in three coastal cities to provide instructions on completing the application for RESTORE funds.

Opportunities for public participation will be posted on this website.

Please check this website periodically for those postings and more details.



Home (https://www.restorethetexascoast.org/) |
Contact Us (https://www.restorethetexascoast.org/contact-us/)

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All photos on this website are courtesy of the Texas Department of Transportation and the Texas Parks and Wildlife

Department

RESOLUTION NO. 13-450

A RESOLUTION APPROVING THE ALLOCATION OF UNCOMMITTED SECTION 4B BALLOT PROPOSITION FUNDS FOR INFRASTRUCTURE IMPROVEMENT COSTS FOR THE PROCTER STREET INFRASTRUCTURE REHABILITATION PROJECT

WHEREAS, on May 9, 2009, a ballot proposition was presented to and approved by the qualified voters in the City of Port Arthur, Texas (the "City") for the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") to utilize Section 4A sales and use tax funds for "the cost of demolition of dilapidated structures and infrastructure limited to streets and roads, rail spurs, water and sewer utilities, electric and gas utilities, drainage, site improvements and related improvements necessary to promote or develop new or expanded business enterprises within a project area from 7th Street to the Intracoastal Canal and from Martin Luther King, Jr. Drive to Lake Charles Avenue within the City"; said authority limited to the PAEDC's expenditure of not more than \$750,000 per year for said projects (the "Ballot Proposition"); and

WHEREAS, the City Council approved Resolution 11-259 on June 28, 2011, amending the policies and procedures for its Operation Downtown Program; and

WHEREAS, pursuant to Chapter 505 of the Act, PAEDC is authorized to undertake, or to provide funding to the City and/or other parties to undertake, projects which the PAEDC finds to be encompassed by the definition of "projects", as that word is defined in Chapter 501 and 505 of the Act; and

WHEREAS, on August 6, 2012, at its regular Board meeting, the Board of Directors of the PAEDC considered and approved use of the uncommitted Ballot Proposition funds for fiscal year 2011-2012 in the amount of \$580,579 to fund a portion of the initial costs for infrastructure improvements including streets and roads, water and sewer utilities, electric and gas utilities,

drainage, site improvements and related improvements necessary to promote or develop new or expanded business enterprises on Procter Street, Port Arthur, Texas; and

WHEREAS, PAEDC anticipates that the following improvements may be required once an engineering design has been completed for the proposed Procter Street Infrastructure Rehabilitation Project, such as:

- 1. Demolition of existing utility facilities;
- 2. Reconstruction and/or expansion of street, curbs and gutters;
- 3. Relocation of existing water utility lines;
- 4. Relocation of existing sanity utility lines;
- 5. Relocation of existing electrical utility lines;
- 6. Relocation of existing storm sewer utility lines;
- 7. Relocation of existing gas utility lines; and
- 8. Relocation of existing data utility lines.

WHEREAS, PAEDC proposes allocating the unexpended Ballot Proposition funds for 2011-2012 to work toward improvements which will expand infrastructure services for both the development of new and expanded business for properties along and adjacent to Procter Street as well as opening additional downtown areas for business development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the PAEDC is hereby authorized to allocate Ballot Proposition funds in the amount of \$580,579 for the proposed improvements necessary for the Procter Street Infrastructure Rehabilitation Project, which will promote or develop new or expanded business enterprise.

Section 3. That a copy of this Resolution shall be spread upon the Minutes of the City Council.

| READ, ADOPTED AND APPROVED on this and day of A.D., 2012, |
|--|
| at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: |
| AYES: Mayor Prince; Mayor Pro Sem Lewis; |
| Councilmembers Seglet, Albright, abuct, |
| Significant Control of the control o |
| NOES: 1 OU. |
| Deloris "Bobbie" Prince, Mayor |
| ATTEST: Sherri Bellard, City Secretary |
| APPROVED: Floyd Batiste, PAEDC CEO |
| Guy N. Goodson, PAEDC Attorney |
| APPROVED AS TO FORM: Valecia R. Tizeno, City Attorney |

RESOLUTION NO. 14-186

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH FREESE AND NICHOLS, INC. FOR THE DEVELOPMENT OF A PORT ARTHUR DOWNTOWN REVITALIZATION PLAN IN THE NOT TO EXCEED AMOUNT OF \$731,000.00. FUNDING IS AVAILABLE IN ACCOUNT NUMBERS 001-1051-517.54-00 AND 120-1429-582.59-05.

WHEREAS, an agreement will be entered into by the City of Port Arthur, Texas, and Freese and Nichols, Inc., hereinafter called "FNI"; and,

WHEREAS, a vision and roadmap for revitalizing downtown is necessary in demonstrating to the private sector the City's commitment to help guide investment decisions; and,

whereas, the City Council recognizes that downtown revitalization efforts are vital to a comprehensive economic development strategy for the City; and,

WHEREAS, the Port Arthur Downtown Revitalization Plan will be part of the Comprehensive Plan for the City of Port Arthur; and,

WHEREAS, FNI has been selected as the professional of choice because of their demonstrated competence and qualifications in the field as mandated by Government Code Sections 2254.002 and 2254.003; and,

WHEREAS, the price is fair and reasonable for the services provided; and,

WHEREAS, FNI will develop a Port Arthur Downtown Revitalization Plan that will focus on the overall vision and goals for Downtown as a livable and economically vibrant part of the community; and,

WHEREAS, the Port Arthur Downtown Revitalization Plan will be developed in three phases: Data Collection, Collaboration and Analysis, and Plans and Recommendations; and,

WHEREAS, the plan will focus on the Downtown and surrounding areas in the City of Port Arthur, Texas; as delineated in Exhibit "A"; and,

whereas, the Owner agrees to pay FNI for all professional services rendered in an amount not to exceed \$731,000.00, as delineated in Exhibit "A"; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

THAT, the facts and opinions in the preamble are true and correct.

THAT, the City Manager is hereby authorized and directed to execute the agreement for professional services with FNI funding being available in accounts 001-1051-517.54-00 and 120-1429-582.59-05.

THAT, a copy of the caption of this resolution be spread upon the Minutes of the City Council.

| READ, ADOPTED, AND APPROVED, this 15th day of April 2014, A.D., at |
|---|
| READ, ADOPTED, AND APPROVED, this day of April 2014, A.D., at |
| a Meeting of the City Council of the City of Port Arthur, Texas by the following vote: |
| AYES: Mayor Frence; Mayor 450 Jam Hilliamson |
| Councilmembers: Scstt Segler Albright Lewis, |
| AYES: Mayor <u>Prince</u> ; Mayor Bo Jum Killiamson Councilmembers: Scstt, Segler, Albright, Lewis, Liliam am and Thomas. |
| Noes: Dana |
| 90.02 |

Deloris "Bobbie" Prince, Mayor

P.R. NO. 18259 04/01/2014 PAGE 3 OF 19

Sherri Bellard, City Secretary

APPROVED AS TO FORM:

Valecia "Val" Tizeno, Gity Attorney

APPROVED FOR ADMINISTRATION

John A. Comeaux, P.E., Interim City Manager

Ronald Burton, Director of Development Services

APPROVED AS TO AVAILABILITY OF FUNDS:

Deborah Echols, C.P.A., Director of Finance

Account: 001-1051-517.54-00 and 120-1429-582.59-05

P.R. NO. 18259 04/01/2014 PAGE 4 OF 19

Exhibit "A"

AGREEMENT FOR PROFESSIONAL SERVICES

| STATE OF TEXAS | |
|---------------------|---|
| COUNTY OF JEFFERSON | 8 |

This AGREEMENT is entered into by the City of Port Arthur, Texas, hereinafter called "Owner" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- EMPLOYMENT OF FNI: In accordance with the terms of this AGREEMENT: Owner agrees to
 employ FNI; FNI agrees to perform professional services in connection with the Project; Owner agrees
 to pay to FNI compensation. The Project is described as follows: Port Arthur Downtown Revitalization
 Plan.
- II. SCOPE OF SERVICES: FNI shall provide professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of Owner which is attached to and made a part of this AGREEMENT.
- III. COMPENSATION: Owner agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$731,000. Details concerning the fee are included in Attachment CO.
 - If FNI's services are delayed or suspended by Owner, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.
- IV. TERMS AND CONDITIONS OF AGREEMENT: The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Owner and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than Owner and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of Owner and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between Owner and FNI and supersedes all prior written or oral understandings.

| This contract is executed in two c IN TESTIMONY HEREOF, they | | 2014 |
|--|------------------------------------|------|
| ATTEST: | City of Port Arthur, Texas (OWNER) | |
| | By: | |
| | Print or Type Name and Title | |
| ATTEST: | Freese and Nichols, Inc. (FNI) | |
| | By: | |
| | Print or Type Name and Title | |

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

Purpose

- (

The Port Arthur Downtown Revitalization Plan will focus on how changes to zoning, transportation/circulation, infrastructure, land use, urban design, and redevelopment options have the potential to reshape Downtown and provide an important link between existing neighborhoods and other retail/commercial areas. The project is intended to focus on the overall vision and goals for Downtown as a livable and economically vibrant part of the community. The planning services will include engagement of the public, assessment of existing conditions, analyze the market, creations of a clear vision and goals, and recommendations for urban design, uses, infrastructure, image and connectivity. We propose the plan to be conducted in three phases:

- 1. Data Collection
- 2. Collaboration and Analysis
- 3. Plans and Recommendations

Location

The project will focus on the Downtown and surrounding areas in the City of Port Arthur, TX. The boundaries include an area bound by Houston Ave. on the west, Rev. Ransom Howard/7th St. on the north, Lake Charles Ave. on the east, and the Port Arthur Ship Channel on the south as seen in **Exhibit A**

ARTICLE I

The scope of services includes the following major components that will be completed through the three phases mentioned above, and is not necessarily in chronological order:

- 1. Downtown Vision and Plan
- 2. Market Analysis
- 3. SWOT Analysis of Retail Attraction Incentives
- 4. Drainage Master Plan
- 5. Water/Wastewater Master Plan
- 6. Capital Improvement Plan

Phase One: Data Collection

A. Task 1- Trip One- Kick-Off Meeting:

- a. The Consultant will attend one (1) kick-off meeting with the Client. The purpose of the meeting will be to review the projects scope, schedule, communication, expectations, deliverables, and Client and Consultant tasks. A data request memorandum will be presented and discussed.
- b. Immediately following the kick-off meeting, the Consultant and the Client will participate in a site tour for Downtown Port Arthur.
- B. Task 2- Data Collection and Utility Infrastructure Inventory: The Consultant will meet with the City Operations Staff to discuss the current operation of the water, wastewater and stormwater systems in the Downtown Study area. The Consultant will conduct up to two additional site visits to verify collected information. The Consultant will compile the following information from the City:

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a. Water System information on all pipelines in the Downtown Study Area.

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- b. Wastewater System on all pipelines, as-builts, lift station layouts and pump curves and junction structures within the basins in the Downtown Study area. In addition, the Consultant will identify sites for temporary wastewater flow monitoring and perform reconnaissance of the with City personnel to determine the suitability for metering based on hydraulics and accessibility during rainfall periods and to define the flow metering basin boundaries. Consultant will utilize a surveyor to inventory existing sanitary sewer infrastructure including: pipe size, top of manhole rim elevation, invert depths, and general condition of observed infrastructure.
- c. Past drainage studies, flood claims, available data for storm drain infrastructure (City, DD7) and as-built plans for drainage infrastructure. Consultant will utilize a surveyor to inventory existing drainage infrastructure including: inlet locations, inlet size, gutter elevation, storm drain sizes, storm drain flowlines, and direction of flow. Typical road sections will also be collected at select locations. Consultant will setup a data dictionary to organize data collection and minimize data processing time.

The Consultant will perform the following tasks to incorporate the collected data into GIS:

- a. Update the existing City water system GIS by adding lines smaller than 8" to the GIS in the Downtown Study Area, as seen in Exhibit A. FNI will use the "Water System Map" provided by the City.
- b. Develop GIS for the wastewater system by adding all lines in basins contributing to the Downtown Study Area. FNI will use the "Sewer System Map" provided by the City, CAD files of GPS located manholes, available as-built drawings of lift station facilities and pipeline invert elevations and diameters collected in the field.
- c. Develop GIS for the stormwater system by adding inlet locations, inlet size, gutter elevation, storm drain sizes, storm drain flowlines, and direction of flow in basins contributing to the Downtown Study area. FNI will use the "Drainage System Map" provided by the City, available as-built drawings and surveyor data.
- d. Develop GIS for existing land use using the existing zoning shapefile and discussions with City Planning Staff.
- C. Task 3- Public Involvement Plan: The Consultant will participate in one (1) conference call meeting with the Client to discuss a Public Involvement Plan. Based on the meeting, the Consultant will assist the Client to develop a Public Involvement Plan to outline goals, target groups, vehicles for communications, schedule, meetings, and provide branding assistance. The Client will be responsible for identifying key stakeholders and organizing committee members.
- D. Task 4- Online Survey and Project Web Page: The Consultant will prepare a simple project website to interface with the City's website. The project website will include a brief project description, allow presentations to be posted, provide a link to an online survey and provide a comment section for community feedback. The Consultant will develop a brief questionnaire to be included as part of an online survey. Upon completion of the project, the Client will be responsible for hosting any additional information.
- E. Task 5- Review Baseline Conditions: The Consultant will review and document existing conditions in Downtown Port Arthur. This will include review of earlier plans and studies provided by the Client. Emphasis will be placed on the most recent plans and those found most relevant by the Client. Other existing conditions to be reviewed may include but are not limited to regional context, transportation plans, campus plans, history, demographics, and growth trends, municipal boundaries and regulatory controls, existing guidelines and regulations for retail attraction/incentive programs, and general planning context for Downtown.

F. Task 6- Trip Two- Data Gathering Meetings:

a. The Consultant will facilitate data gathering meetings. During the meeting, the Consultant will introduce the project's purpose, provide an overview of the scope and present findings to date. Following, the Consultant will lead the meeting participants in general discussions and or a group exercise(s) to identify issues and vision for Downtown Port Arthur.

b. During trip two, the consultant will conduct up to three (3) short interview sessions with key groups, EDC, stakeholders, City Staff, and or landowners. The meetings are intended to last about 30 minutes each and should be scheduled as back-to-back meetings if possible on the same

day.

G. Task 7 - Inventory of Land Parcels

- a. The Consultant will facilitate the inventory of land parcels and available buildings within the Downtown study area. The inventory will include the following information for each parcel:
 - i. Location
 - ii. Ownership status and information
 - iii. Dimensions and parcel area (acres)
 - iv. Square footage of existing structures
 - v. Appraised value of property
 - vi. Availability (rent or sale status if applicable)

vii. Current zoning and use

b. The information collected for each parcel will be integrated into the City's Geographical Information System (GIS) to be used for further analysis.

c. To help minimize project cost, we suggest the initial data collection of parcel information be done by City Staff or intern.

Phase Two: Collaboration and Analysis

- H. Task 8 Market Analysis: The planning team will conduct a thorough Economic Analysis that will include the following:
 - a. Retail Market Analysis

i. The Consultant shall define a Trade Area using customer intercepts from a minimum number of samples.

ii. Using the statistical trade area, Consultant shall define the retail geography of

the Study Area.

- iii. Consultant shall provide a gap analysis that identifies over/under supply of retail categories based on currently supply and demand within the trade area to be used to develop a baseline for the City of Port Arthur.
- b. Residential Analysis
 - Determine current and near future supply of housing types in nearby markets to inform market study and future commercial needs.
 - ii. Determine projected demand for single family and multi-family housing products.
 - iii. Identify absorption capacity of various single family and multi-family residential housing products.
 - iv. Calculate projected economic impact of various housing types on local economy.
- c. Commercial Market Analysis

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- i. Analyze commercial vacancy and availability trends in the region over recent years.
- ii. Research trends in the regional commercial market.
- iii. Describe and define regional commercial sub-markets
- Project demand and net absorption of local commercial sub-market and potential economic impact.

I. Task 9- SWOT Analysis of Retail Attraction Incentives: The Consultant shall perform the following:

- a. Identify Existing Economic Development Tools in Port Arthur
 - i. Sales tax incentives.
 - ii. Tax Increment Reinvestment Zone (TIRZ).
 - iii. City-owned parcels.
 - iv. Other.
- b. Identify Strengths, relative usefulness and weaknesses (relating to retail attraction) of various development tools
 - i. Intended recipient.
 - Target of subsidy development costs vs. operating costs/revenues.
 - Timing and mechanism of receipt and developer/retailer administrative burden for accessing the program.
 - iv. Financeability or bankability of the incentive.
- c. Identify general opportunities for utilization of the incentives
 - Coordinate with the results of the market analysis to highlight how existing incentives
 might be used to attract retail categories cited in the gap analysis and other
 components of the market analysis.
- d. Identify general threats or external factors that may affect the efficacy or availability of the economic incentives.
- e. Identify districts and neighborhoods that should be differentiated in regards to:
 - i. Allocation of sales tax incentives.
 - ii. Ranking of priority areas.
 - iii. City-owned parcels.
 - iv. Other.

J. Task 10- Trip Three- Workshops:

- a. During this meeting, the Consultant will provide an overview of the Market Assessment and lead the group in discussions on preliminary ideas to capitalize on the Market Assessment findings.
- b. During the same trip three, the Consultant will attend and facilitate one (1) Public Workshop meeting. This meeting will provide an opportunity for the Consultant team to present a brief project overview, existing conditions, and findings from the Market Assessment. Following, the Consultant will lead the meeting participants in an input session that may include workstations, survey, keypad polling, dialog, issue identification, visioning and breakout groups. The information gathered at this meeting will guide the Consultant on future analysis and preliminary strategies development. It is assumed the meetings will last up to two (2) hours.
- K. Task 11- Preparation of Vision, Goals and Objectives: Based on the results of the previous task including data gathering meetings, Client input, public workshop, survey, the Consultant will draft clear vision for Downtown Port Arthur. In addition, a listing of goals and objectives will be prepared. Goals and objectives derived are intended to not only guide the formation of the Downtown Revitalization Plan recommendations, but they are ultimately the basis for the implementation plan's action items. Vision, goals and objectives will be submitted to the Client and AC for review and input.

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- L. Task 12- Physical Constraints and Framework Analysis: Man-made and physical environment will greatly influence Downtown Port Arthur's development patterns and rate of growth. It is important to document and analyze the physical factors that will ultimately contribute to the City's form and content. The following are the specific elements to be documented in order to describe the existing physical environment. Information from each of these elements will come from a variety of sources such as existing data, GIS information, aerials, existing reports, the City, the U.S. Census Bureau, etc. A series of general analysis maps will be produced that could include the following as information is available:
 - a. Current municipal boundaries and regulatory elements;
 - Major physical features such as tree coverage, floodplains, topography, waters, slopes or other important land features;
 - c. The City's existing transportation system and plans, multi-modal access elements in or adjacent to study area, connectivity, identifying major traffic generators and deficiencies and general parking; Multi-modal elements will include pedestrian, bike, transit and vehicular systems.
 - d. Land uses, historical sites, block patterns, land values, existing buildings, and pavement;
 - e. Aesthetics and branding;
 - f. An infrastructure needs assessment to support redevelopment that could include an overview of traffic signals, paving, and engineering analysis pertaining to water, sewer and drainage (see Tasks 14,15, & 16).
 - g. Vacant and underutilized parcels, ownership patterns, and the potential for assembly of significant parcels for new development or redevelopment in catalyst locations.
 - h. Identify opportunities for building on existing strengths and block clusters in each detailed area, developing activity/investment anchors in Downtown, and making the best use of City-owned parcels, land, buildings, and public services.
- M. Task 13- Trip 4- Charrette: The Consultant will attend and facilitate a two-day charrette-style meeting. The meeting is envisioned to span two consecutive days, with each day consisting of approximately six hour work sessions. Multiple team members from the Consultant team will participate throughout the day. The meeting can also involve other stakeholders the Client may wish to include. The purpose of the charrette is to provide a brainstorming session that reviews the previous tasks in order to allow meeting participants to collaborate on potential strategies for the Downtown Plan. The Client will be responsible for identifying meeting participants, contacting meeting participants, and providing meeting facilities.
 - a. The first day of the charrette will include a Consultant and Client work session with City staff meeting that evening. The City staff meeting will include overview of client analysis, review of charrette work day and collaboration with City staff on preliminary strategies.
 - b. The second day of the charrette will include an open work session with a conclusion presentation that evening.
- N. Task 14- Water, Wastewater and Stormwater Model Development: The Consultant will perform the following:
 - a. Water Model:
 - i. Update the City's existing H2OMAP Water model in the Downtown Study area by adding water lines with diameters less than 8-inches.
 - b. Wastewater Model:
 - Develop a model that includes all the wastewater basins contributing to the Downtown Study area. The model will include all gravity lines, force mains and lift stations in the Downtown Study area.

- ii. Create sewer basin delineation using GIS Shapefile and ground contour mapping. Generate subcatchments for each sewer subbasin showing which areas feed into each sewer manhole using Thiessen polygons within their respective flow meter basins.
- iii. Geocoded water billing data will be used to assign flows to manholes in the model.
- iv. The model will be validated using the flow monitoring results

c. Stormwater Model:

- Conduct hydrologic analysis to estimate flows for various storm events and different conditions of development. The Consultant will perform the following as part of the hydrologic analysis:
 - Define the contributing area, which may extend beyond the original project boundary to fully account for all the storm runoff that may be originating in the basin
 - 2. Delineate drainage areas to the inlet level.
 - 3. Evaluate existing conditions with current development and future conditions with anticipated development.
- ii. Develop a hydraulic model for the study area that includes inlets, storm drains, street sections, and 2D-areas where appropriate. This type of model provides a more realistic analysis of pipe capacity, street flow, water depths, and undefined flow paths.
- iii. Conduct Hydraulic Analysis to estimate water elevations and water depths resulting from various storm events. FNI will analyze the system to identify system deficiencies such as lack of inlets to capture flow or undersized storm drains to convey flows. This analysis will follow current drainage criteria guidelines from the City, or if desired by the City, utilize more up to date criteria from nearby municipalities.

O. Task 15 - Land Use Assumptions and Water & Wastewater Load Projections for the Study Area: The Consultant will perform the following:

- a. To develop baseline existing wastewater flow conditions for the study area, the Consultant will install and calibrate three (3) temporary velocity/depth type flow meters and two (2) rainfall gauges at agreed upon locations. Temporary flow meters shall remain in place for a minimum of thirty (30) days. The Consultant will reduce raw field monitoring data and tabulate 15-minute flow data for the entire flow monitoring period, prepare flow hydrographs and scattergraphs for the flow monitoring period, analyze flow data for average dry weather flow, peak dry weather flow, and wet weather peak flow rates. The Consultant will compare flow data with rainfall data to determine amount of inflow/infiltration experienced during selected storm events.
- Develop existing land use, use census population, and employment projections to develop future land use assumptions for the Downtown Study Area.
- c. Obtain and review historical water billing and evaluate historical water usage and wastewater flow data to develop trends and calculate peaking factors. This data will be used to determine expected peaking factors and per-capita loads for future projections.
- d. Develop water demand projections for future conditions in the Study Area using the future land use assumptions and selected design criteria. The Consultant will develop existing average day, maximum day and peak hour demands and also future average day, maximum day and peak hour demands for Build out of the Study Area.
- e. Develop wastewater flow projections for future conditions using the City's billing system database, future land use assumptions and selected design criteria. The Consultant will develop existing dry weather and peak wet weather flows and future dry weather and peak wet weather flows for build out of the Study Area.
- f. Meet with the City to discuss population, land use assumptions, and load projections. The Consultant will address comments from City staff and make revisions as necessary.

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P. Task 16 - Hydraulic Capacity Analysis: The Consultant will perform the following:

- a. Define design criteria (required fire flow, minimum pressures and maximum velocities) for improvements.
- b. Conduct hydraulic modeling for existing and future conditions (build out of the Study Area). Water system modeling will evaluate production and storage capacity, line capacity and the ability to meet fire flow requirements. Wastewater system modeling will evaluate line sizing, lift station and treatment capacities. Drainage system modeling will evaluate existing pump station capacities and identify system deficiencies for existing and future conditions.
- c. Since most of the drainage infrastructure has been in place for several decades, it is likely that it has surpassed its design life. For this reason, it is recommended that CCTV be performed only at select locations, once the results of the hydraulic analysis are available.
- d. Once the system deficiencies have been identified, the Consultant will utilize modeling results to identify water, wastewater and stormwater system improvement alternatives recommended supporting growth for the build out condition.
 - i. The Consultant will evaluate pumping and storage capacity to determine if increased demands or flows will trigger a pumping, storage, or treatment improvement.
 - ii. The Consultant will develop alternatives to solve flooding issues. Currently, three storm drain systems have been identified in the City. Up to two projects per storm drain system will be evaluated, for a total of 6 projects. In order to provide the City with flexibility with implementation of the stormwater projects, each stormwater project will be subdivided in up to 4 phases.
- e. Meet with the City to discuss the system deficiencies

Phase Three: Plans and Recommendations

- Q. Task 17 Planning Strategies: Based on existing conditions, City staff and community input, the vision, goals and objectives, market assessment, charrette, workshops and Consultant analysis, the Consultant will develop the following plans and strategies:
 - a. Overall Downtown Plan Illustrative- The Consultant will prepare one (1) conceptual Downtown Plan exhibit illustrating existing buildings, proposed infill, streetscapes, district elements and key planning strategies.
 - b. Land Use Strategies- The Consultant will prepare a generalized land use plan that describe the potential mix of uses. The land use strategies will include descriptions for recommended land uses.
 - c. Transportation Strategies- The Consultant will prepare transportation strategies to address access and circulation to and from the study area.
 - d. Urban Design Principles The Consultant will prepare general design principles to help with the creation of future design standards in Downtown or future City ordinances. The design principles help guide City ordinances that can be updated at a later date.
 - e. Branding and District Strategies The consultant will make recommendations to create an identifiable image or district. Recommendations could include wayfinding techniques, signage, gateway entries, or district branding.
 - f. Infrastructure Strategies and Plan- The Consultant will prepare recommendations to create a plan to improve infrastructure needs.
- R. Task 18- Merchandising Plan: The Consultant will perform the following:
 - a. Merchant Matrix
 - i. Inventory of all major retail businesses.
 - ii. Categorize to industry standard NAICS codes for classification.

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- iii. Complete analysis of location and distribution of retail categories.
- iv. Provide map of top 10 retail uses.
- b. Census of Existing Commercial Workforce
 - i. Identify top 20 employers by employment or output.
 - ii. Survey major employers for updated employee count and report findings.
 - iii. Map major employers by industry.
- S. Task 19- Guidelines for Sales Tax and Economic Development Incentives: The Consultant will develop recommendations for revised guidelines for sales tax incentives and other economic development incentives that can be available for retail attraction. Components of the guidelines shall include minimum application requirements, recommendations for incentive amounts, clawback features, reporting requirements, leveraging sales tax grants with other economic development incentives, marketing incentive programs at International Council of Shopping Centers (ICSC) events, etc.
- T. Task 20 Integrated Capital Improvements Plan: The Consultant will perform the following:
 - Meet with the City to define Ranking Criteria and Project Scoring System. City comments will be solicited and addressed.
 - b. Prepare a full page sheet showing each project location, description, drivers, and cost estimates. The Consultant will score and rank all projects based on the Ranking Criteria and Project Scoring System developed with the City.
 - c. Prepare an integrated capital improvements plan with prioritization list of growth related system improvements for the build out conditions for the Downtown Study Area. The Consultant will develop prioritization and cost estimates for each proposed project in Year 2014 dollars including engineering and contingencies. The Consultant will develop a CIP by fiscal year which takes into consideration the City's annual funding constraints.
 - d. Produce large scale Downtown maps showing proposed projects, cost estimates, and recommended in-service dates.
 - e. Meet with City personnel to discuss the Integrated Capital Improvements Plan. The Consultant will revise the CIP according to comments and recommendations from City.
- U. Task 21- Trip 5- Preliminary Recommendations: The Consultant will facilitate a meeting to present preliminary recommendation, plans and strategies. The Consultants will update the recommendations based on comments prepared for the draft report.
- V. Task 22- Draft Report: The Consultant will prepare one (1) draft Downtown Plan report that will document the planning process, input, analysis, and strategies from the previous task. It will present a clear narrative with accompanying graphics and figures, as necessary, to describe the intentions of the community. The draft will be provided to the Client and other parties the Client wishes to include for review and comments. The Client should gather all comments and provide as a single submittal back to the Consultant as to minimize revision submittals. FNI will incorporate comments and proceed to prepare implementation items.
- W. Task 23 Implementation Plan: The implementation plan will be structured into a coordinated action program. The implementation section will identify action items, priorities, potential funding options, partners, and timeline.
- X. Task 24- Final Report and Deliverables: The Consultant will prepare a final report that incorporates the implementation plan and the previously submitted Client comments. The final report will be prepared in InDesign software. The Consultant will provide:

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- a. Ten (10) bound copies of the Port Arthur Downtown Revitalization Plan.
- b. Electronic PDF of report for additional reproduction if necessary.
- c. CD containing electric files for the report, chart, tables, maps, or other electronic data developed during the planning process.

Y. Task 25- Trip Six- Recommendations:

- a. The Consultant will facilitate a final meeting to present final recommendation, plans and strategies. This meeting will be held on the same day as the open house meeting.
- b. The Consultant will attend and facilitate one (1) open house meetings. This meeting may be held in conjunction with a City event. This meeting is intended to provide an opportunity for the Consultant team to present a project recap and final recommendations. It is assumed the meetings will last no longer than 2 hours. The City will be responsible for identifying meeting participants, contacting meeting participants, and providing meeting facilities.
- Z. Task 26- Trip Seven- Adoption Meeting: The Consultant will attend one (1) adoption meeting. The Consultant will provide a project overview to include purpose, community input, existing conditions, analysis, and recommendations. Additional meetings can be included in final scope.

Meetings and Trips

In order to make the most efficient use of time and budget during the planning process, our project trips to Port Arthur will be conducted with multiple meetings, client work, documentation, public meetings, City staff meetings, and stakeholder meetings over one trip. The more we can coordinate efforts into single trips, the more cost efficient we can be on the budget allocated. For all meetings, the City will be responsible for identifying participants, organizing all members, providing meeting facilities and providing notifications.

Based on Scope of Services outlined above, the Consultant will attend the following meetings conducted during seven (7) Consultant trips:

- One (1) kick-off meeting
- One (1) site tour
- Five (5) City staff meetings
- · One (1) charrette, conducted over a two day span
- . One (1) public presentation, conducted on the second charrette day
- Up to three (3) interview sessions, approximately 30 minute meetings conducted back-to-back
- One (1) public workshop
- One (1) open house
- One (1) adoption meeting

15 Total Meetings

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

- GIS mapping services or assistance with these services.
- B. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.

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- C. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- D. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- E. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- F. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- G. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete services in accordance with the following schedule:

The Port Arthur Downtown Revitalization Plan is estimated to be completed within ten months of the notice to proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF OWNER: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.

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|-------|--|
| OWNER | |

- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
- H. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative – Ron Burton, P. O. Box 1089, Port Arthur, Texas 77641; Phone: 409-983-8135; email: rburton@portarthur.net

FNI's Designated Representative – Shad Comeaux, AICP, 11200 Broadway St., Suite 2332, Pearland, Texas 77584; Phone: 832-456-4766; Fax: 832-456-4701; email: sec@freese.com

FNI's Accounting Representative – Sharon James, 4055 International Plaza, Ste. 200, Fort Worth, Texas 76109; Phone: 817-735-7298; Fax: 817-735-7491; email: sdj@freese.com

COMPENSATION

Lump Sum: Compensation to FNI shall be the lump sum of Seven Hundred Thirty One Thousand Dollars (\$731,000), as broken out as follows:

Data Collection: \$137,274
 Collaboration and Analysis \$378,197
 Plans and Recommendations \$215,529

If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

| Position | Min | Max |
|-------------------------------|-----|-----|
| Professional - 1 | 66 | 105 |
| Professional - 2 | 88 | 144 |
| Professional - 3 | 99 | 160 |
| Professional - 4 | 118 | 187 |
| Professional - 5 | 168 | 225 |
| Professional - 6 | 157 | 413 |
| Construction Manager - 1 | 79 | 94 |
| Construction Manager - 2 | 92 | 145 |
| Construction Manager - 3 | 129 | 150 |
| Construction Manager - 4 | 159 | 202 |
| CAD Technician/Designer - 1 | 58 | 92 |
| CAD Technician/Designer - 2 | 83 | 145 |
| CAD Technician/Designer - 3 | 111 | 155 |
| Corporate Project Support - 1 | 36 | 100 |
| Corporate Project Support - 2 | 63 | 157 |
| Corporate Project Support - 3 | 70' | 310 |
| Intern/ Coop | 30 | 60 |

Rates for In-House Services

| Technology Charge | Bulk Printing and | Bulk Printing and Reproduction | |
|--------------------|-------------------|--------------------------------|--|
| \$8.50 per hour | Black and White | \$0.10 per copy | |
| ASSES RECOVERED | Color | \$0.50 per copy | |
| Travel | Plot - Bond | \$2.50 per plot | |
| Standard IRS Rates | Plot - Color | \$5.75 per plot | |
| | Plot - Other | \$5.00 per plot | |
| | Binding | \$5.75 per book | |

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually.

330-22014

TERMS AND CONDITIONS OF AGREEMENT

- DEFINITIONS: The term Owner as used herein refers to the <u>City of Port Arthur, Texas</u>. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
- 2. CHANGES: Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
- 3. TERMINATION: The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. CONSEQUENTIAL DAMAGES: In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 5. INFORMATION FURNISHED BY OWNER: Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
- INSURANCE: FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

Commercial General Liability

General Aggregate \$2,000

Workers' Compensation

Each Accident \$500

Automobile Liability (Any Auto)

CSL

\$1,000

Professional Liability

\$3,000 Annual Aggregate

- 7. SUBCONTRACTS: If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
- 8. OWNERSHIP OF DOCUMENTS: All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

Page 1of 2

FNI____OWNER____

- 9. POLLUTANTS AND HAZARDOUS WASTES: It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
- 10. OPINION OF PROBABLE COSTS: FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
- 11. CONSTRUCTION REPRESENTATION: If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
- 12. PAYMENT: Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER and in acceptance of the services as satisfactory by the OWNER. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.
 - If OWNER fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.
- ARBITRATION: No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT
 may include the other party to this AGREEMENT without their approval.
- 14. SUCCESSORS AND ASSIGNMENTS: OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.
 - Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
- 15. PURCHASE ORDERS: If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

| FNII | |
|-------|--|
| LINI_ | |
| OWNER | |

Port Arthur Downtown Revitalization Plan

Plan Components

Downtown Plan and Vision - \$192,500

- Planning Strategies and Recommendations
- Implementation Plan

Market Analysis - \$50,600

- Retail and Commercial Market Analysis, Residential Analysis (city-wide)
- Merchandising Plan

SWOT Analysis of Retail Attraction Incentives - \$15,300

Guidelines for Sales Tax and Economic Development Incentives (city-wide)

Drainage Master Plan - \$305,000

- Data Collection, including survey (SouthTex)
- Existing Conditions Analysis
- Proposed Conditions Analysis & Project Development

Water/Wastewater Master Plan - \$110,000

- Data Collection
- Existing Conditions
- Land Use Assumptions and Water/Wastewater Load Projections

Capital Improvement Plan - \$57,600

Drainage, Water, and Streets

Project Total (Downtown Revitalization Plan) - \$731,000

RESOLUTION NO. <u>//</u>472

A RESOLUTION APPROVING THE USE OF \$336,578.00 OF PROMOTIONAL FUNDS TO BE USED FOR THE REHABILITATION OF THE DOWNTOWN PAVILION TO PROMOTE NEW BUSINESS ENTERPRISE

WHEREAS, Section 4A(b)(1) of the Development Corporation Act limits Section 4A corporations to spend no more than 10% of their corporate revenues (Section 4A tax proceeds) for promotional purposes. The Development Corporation Act generally requires a Section 4A development corporation to use sales tax revenues "for the promotion and development of new and expanded businesses." Thus, a promotional expenditure under Section 4A(b)(1) must advertise or publicize the City for the purpose of developing new or expanded business enterprises. Authorized uses include economic development projects (such as land, equipment, facilities and infrastructure) as set forth in Section 2(4) and (11)(a) of the Development Corporation Act; and

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") Board of Directors at its Special Board Meeting on October 10, 2011, approved spending \$336,578.00 of its promotional budget for the rehabilitation of the Downtown Pavilion to promote new and expanded business enterprises in the City; and

WHEREAS, the City has determined that the rehabilitation of the Downtown Pavilion will meet not only objectives sought in the Operation Downtown Ballot Proposition but will promote and advertise the City to potential business and industries through the cultural, musical and related events at the Downtown Pavilion and will promote continued revitalization of Downtown Port Arthur.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the PAEDC is hereby authorized to allocate \$336,578.00 from its Promotional Programs Account number 120-1429-582-59.06 for the rehabilitation of the Downtown Pavilion, via an adjustment to its FY2012 budget.

Section 3. That a copy of this Resolution shall be spread upon the Minutes of the City Council.

| Council. |
|---|
| READ, ADOPTED AND APPROVED on this Aday of A.D., 2011 |
| at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote |
| AYES: |
| Mayor Frince; Mayor Aro Jem Asucet; |
| Councilmembers Scott, Slagler, Blarch, |
| Helliamson Freeman and |
| Thomas. |
| NOES: None. |
| \mathcal{A} |
| Delouis Prince |
| Deloris "Bobbie" Prince, Mayor |

1/

Sherri Bellard, City Secretary

| APPROVED: | |
|--------------------------------|------------|
| Hayd Situal | ' 5 |
| Floyd Batiste, PAEDC CEO | |
| APPROVED AS TO FORM: | |
| Sille | |
| Guy N. Goodson, PAEDC Attorney | |
| APPROVED AS TO FORM: | |
| | |

Valecia R. Tizeno, City Attorney

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. <u>14-475</u>

A RESOLUTION APPROVING AN ENTERTAINMENT GRANT TO THE CITY OF PORT ARTHUR FOR IMPROVEMENTS TO THE DOWNTOWN PAVILION IN AN AMOUNT NOT TO EXCEED \$200,000.00.

WHEREAS, on May 11, 2013, a ballot proposition was presented to and approved by the qualified voters in the City of Port Arthur, Texas (the "City") for the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") to utilize Section 4A sales and use tax funds for "the cost of land, buildings, equipment, facilities and improvements, suitable for use for entertainment and related roads, streets, water and sewer facilities, and other related improvements that enhance any of the items described above, which are a category of projects under Section 4B, Chapter 505.152, Texas Local Government Code with the condition that the total spending on the referenced 4B Projects will not exceed \$400,000 per year (the "Ballot Proposition"); and

WHEREAS, the City of Port Arthur, Texas submitted a request to the PAEDC Board of Directors requesting funding to make further improvements to the Downtown Pavilion located at 500 Procter Street (the "Project"); and

WHEREAS, on September 9, 2014, the Board of Directors of the PAEDC considered funding approximately fifty (50%) percent of each invoice submitted by the City in an amount not to exceed \$200,000.00 for costs associated with interior lighting, interior acoustical treatment and stage as denoted in Exhibit "A"; and

WHEREAS, funds are available during fiscal year 2013-2014 from the funds allocated in the Ballot Proposition for the improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council authorizes PAEDC to fund approximately fifty (50%) percent of each invoice submitted by the City in an amount not to exceed \$200,000.00.

Section 3. That a copy of this Resolution shall be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this day of Supt.

A.D., 2014, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor flunck

Councilmembers Sutt, Warniston, Mosely, Jours,

Ailliamson and Frank.

NOES: Dong.

Deloris "Bobbie" Prince, Mayor

ATTEST

Sherri Bellard, City Secretary

APPROVED:

APPROVED AS TO FORM:

Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:

See mem D Valecia R. Tizeno, City Attorney

EXHIBIT "A"

#1110769

DELORIS "BOBBIE" PRINCE, MAYOR DERRICK FREEMAN, MAYOR PRO TEM

COUNCIL MEMBERS:
RAYMOND SCOTT, JR.
TIFFANY HAMILTON
MORRIS ALBRIGHT
STEPHEN A. MOSELY
WILLIE "BAE" LEWIS, JR.
ROBERT E. WILLIAMSON
KAPRINA RICHARDSON FRANK

August 25, 2014

President and Members
Port Arthur Economic Development Corporation
4173 39th St
Port Arthur, TX 77642



JOHN A. COMEAUX, P.E. INTERIM CITY MANAGER

SHERRI BELLARD, TRMC CITY SECRETARY

VAL TIZENO, ESQ. CITY ATTORNEY

Dear Madam President and Members:

The City of Port Arthur and the Port Arthur Economic Development Corporation (PAEDC) have embarked on a true renaissance journey to revitalize the downtown area of Port Arthur. As a part of this effort, we have focused attention and funding to the improvement of the utility and aesthetics of facilities and grounds in the downtown area. A capstone of this effort has been renovation of the downtown pavilion. This facility serves a wide range of clientele, organizations, and uses. Further enhancement of the facility can only increase its impact for citizens, and citizen serving, events and activities.

Based on the foregoing, the City of Port Arthur would like to request an allocation of the voter approved PAEDC funding for Entertainment from the current fiscal year to make further improvements to Downtown Pavilion located at 500 Procter Street. Specifically, based on engineering review, the City would request an allocation for the following improvements:

| Interior Lighting | \$ 78,000.00 |
|---|--------------|
| Interior Accoustical Treatment | \$ 61,000.00 |
| Stamped Concrete Overlay Under Pavilion | \$ 99,000.00 |
| Stamped Concrete Slab Outside Pavilion | \$123,000.00 |
| High Definition Video Screens | \$ 94,000.00 |
| Stage | \$ 45,000.00 |
| Total | \$500,000,00 |

Again, these are estimates and it is our hope that the procurement (bid) process will yield savings in the various categories. The net result of making these improvements will be a greatly enhanced, higher utility, facility to benefit the citizens of Port Arthur. We are requesting your favorable review, and approval, of this request at the September 2, 2014 meeting of the PAEDC Board to facilitate overall approval of the funding, as required, during the current fiscal year.

Thank you for your time and consideration.

Sincerely,

42 a Comeaux.

John A. Comeaux, P.E. Interim City Manager

Dr. Albert T. Thigpen, CPRP

Director of Parks and Recreation

RESOLUTION NO. 13-19

A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO UTILIZE ADDITIONAL FUNDING IN THE AMOUNT OF \$600,000 FOR THE RENOVATION 501 PROCTER STREET IN DOWNTOWN PORT ARTHUR

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") previously obtained authorization for the renovation of the building that it owns at 501 Procter Street in Port Arthur, Texas; and

WHEREAS, per Resolutions 10-092 and 10-271, the City of Port Arthur authorized funding for professional services for the feasibility and design for the renovations including contracting the services of Vincent Hauser, Architect, to conduct the feasibility and design study of the building located at 501 Procter Street; and

WHEREAS, per Resolution 12-614, the City Council authorized PAEDC to move forward with the retrofitting of the property located at 501 Procter with the proposed rehab timeline for the development of the project and at the proposed cost options. PAEDC was further authorized to proceed with the procurement process for the following projects of which the costs shall not exceed \$500,000:

- a. Asbestos abatement;
- b. Preliminary demolition; and
- c. Architectural and engineering services.

WHEREAS, at its regular Board meeting on April 1, 2013, PAEDC Board of Directors approved spending \$600,000 for additional services needed, due to previous estimates not including the abatement of the basement and roof repairs, with a total approved amount of \$1,100,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council authorizes PAEDC to spend additional funds of up to \$600,000 to complete the existing project and for additional services, increasing the total authorization to \$1,100,000.

Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this lot day of AP() A.D., 2013, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor: Mayor Mayor Mayor Meeting Jem Sewis ;

Councilmembers: Att Mayor Meeting Jem Sewis ;

NOES: Coucilmember Kelliamson.

Deloris "Bobbie" Prince, Mayor

Sherri Bellard, City Secretary

APPROVED:

Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:

Valecia R. Tizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:

Deborah Echols, Director of Finance

Continguet on hudget amendment P.D. 6317

RESOLUTION NO. 13-443

A RESOLUTION AUTHORIZING THE CITY OF PORT SECTION 4A ECONOMIC DEVELOPMENT ARTHUR CORPORATION TO ENTER INTO A CONSTRUCTION MANAGER **GUARANTEED** MAXIMUM **AGREEMENT** WITH **SPAWGLASS** CONSTRUCTION THE RETROFITTING CORPORATION FOR PROCTER STREET AT A PRICE TO COMPLETE THE **WORK NOT TO EXCEED \$3,355,000.00**

WHEREAS, it is deemed in the best interest of the citizens of Port Arthur to enhance the appearance of the downtown area and to create an environment that promotes business and entertainment activities for the community; and

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") desires to relocate its offices to downtown Port Arthur; and

WHEREAS, per Resolution No 12-641, the City Council authorized PAEDC to pursue the building development plan to retrofit the property at 501 Procter; and

WHEREAS, per Resolution No 13-283, the City Council authorized PAEDC to pursue a Pre-Development Services Agreement with SpawGlass Construction Corporation ("SpawGlass") for the renovation of the historic Port Arthur Saving Building at 501 Proctor Street; and

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WHEREAS, per Resolution No 13-286, the City Council authorized PAEDC to pursue Limited Scope Agreement with SpawGlass for the renovation of the historic Port Arthur Saving Building at 501 Proctor Street; and

WHEREAS, per Resolution No 13-348, the City Council authorized PAEDC to loan Three Million Seven Hundred Forty One Thousand One Hundred Dollars and No/100 Dollars (\$3,741,100.00) to Chase PAEDC Investment Fund, LLC and execute a Leverage Loan Agreement for the renovation of 501 Procter Street ("Loan A"); and

WHEREAS, the Investor, Chase Community Equity, LLC will make an investment of \$1,511,400 to Chase PAEDC Investment Fund, LLC ("Loan B"); and

WHEREAS, Loan A and Loan B will equal \$5,252,500; and

WHEREAS, the \$5,525,500.00 will be transferred into the NDC New Markets Investments LXXX, LLC fund ("Development Fund"); and

WHEREAS, the funds for the renovation of 501 Procter Street will derive from the Development Fund; and

WHEREAS, on September 19, 2013, the PAEDC Board of Directors voted to enter into a Guaranteed Maximum Price Agreement document AIA133-2009 with SpawGlass for the renovation of 501 Procter Street at a price not to exceed \$3,355,000.00; and

WHEREAS, the Guaranteed Maximum Price Agreement document AIA133-2009, has been negotiated based upon 90% plans that were submitted to the City on September 16, 2013 and with proposed modifications in the project scope; and

WHEREAS, the total financing for the project will not exceed \$5,252,500.00 the aggregate of the two loans approved by City Council on August 13, 2013.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council authorizes the PAEDC to enter into Guaranteed Maximum Price Agreement with SpawGlass to provide construction services for the redevelopment of the historic Port Arthur Savings Building at a Price not to exceed \$3,355,000.00.

Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this day of A.D., 2013, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

Mayor Do Sem Hullam

Councilmembers_

NOES: Mayor Prince; Councilmember Freman.

Deloris "Bobbie" Prince, Mayor

ATTESTA

Sheryi Bellard, City Secretary

APPROVED:

Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:

See AHACHED CONFIDENTIAL MEMO Valecia R. Tizeno, City Attorney

Local Subcontractors Provision in GMP

§ 2.1.6 Subcontractors and Suppliers

77

- **§2.1.6.1** The Construction Manager shall develop elements of the Project which may be subcontracted and identify the building and construction trades necessary for such subcontracts. The Construction Manager shall furnish to the Owner and Architect a list of possible subcontractors, including suppliers, who are to furnish equipment and/or materials fabricated to special design and from whom proposals or bids will be requested for each portion of the Work on the Project.
- §2.1.6.2 Construction Manager acknowledges that economic benefits are derived by the local community in which the Project is located by payment through subcontractors for materials, equipment, specially fabricated goods and labor forces which generate sales taxes and ad valorem taxes. Construction Manager is aware that due to the industrialized nature of the Project area, business enterprises in the building and construction trades are located within the City of Port Arthur, Texas which could supply materials, equipment and labor forces for portions of the Work. Construction Manager in developing its list of subcontractors (as herein defined) for possible award of subcontracts shall consider such business enterprises for the Project and provide to the Owner and the Architect such list. The receipt of such list shall not require the Owner or the Architect to investigate the qualifications of proposed local subcontractors or suppliers.
- §2.1.6.3 Subcontracts will be awarded to the most qualified responsive bidder. The qualification process will review the subcontractor's price, past history on similar projects, safety record, financial stability, ability to adhere to project schedule and location of office and residency of workforce; Construction Manager shall not be required to award a contract to a local subcontractor if its proposal is not the most qualified related to the above criteria.; however, prior to awarding subcontracts, Construction Manager shall notify Owner and Architect of any portion of the Work on the Project which may have been awarded to a local subcontractor but the local contractor was not the most qualified to perform the work.. Construction Manager agrees to provide Owner and Architect a period of _5_ days in which to determine if Owner will bear any additional costs and risk associated with utilizing less qualified subcontractor for Construction Manager to engage the local contractor for the designed portion of the Work. If so, the GMP price herein stated would be increased by the difference required for Construction Manager to subcontract with the local subcontractor. This agreement by Construction Manager does not require Construction Manager to contract with any entity which Construction Manager has a reasonable objection, provided such objections are presented in writing to the Owner and Architect prior to awarding a bid to a nonlocal subcontractor. Further, the Construction Manager may perform any portion of the Work with the Construction Manager's own forces pursuant to §2.3 of this Agreement.
- **§2.1.6.4** Construction Manager and Owner agree that the following terms apply to the foregoing subsection:

"Local Subcontractor" shall mean an individual or business entity with a principal place of business within the city limits of Port Arthur, Texas.

"Principal Place of Business" shall mean an established place of business in the incorporated limits of the City of Port Arthur, Texas from which 20% or more of the businesses' workforce are regularly based and from which a substantial role in the businesses performance of commercially useful functions are a substantial part of its business operations are conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function shall not be construed as a Principal Place of Business.

DRAFT AIA Document A133 - 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the w w day of w w in the year w w ADDITIONS AND DELETIONS: The author of this document has added information (In words, indicate day, month and year.) needed for its completion. The author may also have BETWEEN the Owner: revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as (Name, legal status and address) revisions to the standard form text is available from and the Construction Manager: the author and should be (Name, legal status and address) reviewed. This document has important « »« » « » legal consequences. Consultation with an attorney is encouraged with respect to its completion for the following Project: or modification (Name and address or location) ATA Document A201 2007, General Conditions of the Contract for Construction, «Vince Hauser» « » is adopted in this document by reference. Do not use with other general The Architect: conditions unless this document is modified. (Name, legal status and address) The Owner's Designated Representative: (Name, address and other information) The Construction Manager's Designated Representative (Name, address and other information)

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The Architect's Designated Representative:

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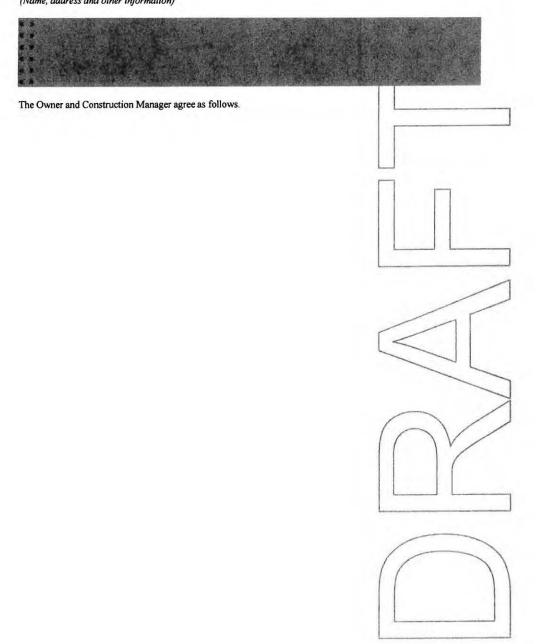


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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner, to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201TM 2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3 <u>under circumstances shall construction proceed prior to execution of the Guaranteeds Maximum Price Amendment</u>—The Owner and

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Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other

§ 2.1.2 Consultation

and pol-

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor, time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall perform its services in accordance with the Project Schedule and shall prepare and periodically monthly update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services. other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal, components of the Work; times of commencement and completion required of each Subcontractor, ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner and proposed date of substantial completion-

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling. procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area. volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval The Construction Manager shall inform the Owner and Architect when estimates, of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action to reconcile the Owner's Program, the Project budget, and Project design.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project

§2.1.6.1 The Construction Manager shall develop elements of the Project which may be subcontracted and identify the building and construction trades necessary for such subcontracts. The Construction Manager shall furnish to the Owner and Architect a list of possible subcontractors, including suppliers, who are to furnish equipment and/or materials fabricated to special design and from whom proposals or bids will be requested for each portion of the Work on the Project,

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82.1.6.2 Construction Manager acknowledges that economic benefits are derived by the local community in which the Project is located by payment through subcontractors for materials, equipment, specially fabricated goods and labor forces which generate sales taxes and ad valorem taxes. Construction Manager is aware that due to the industrialized nature of the Project area, business enterprises in the building and construction trades are located within the City of Port Arthur. Texas which could supply materials, equipment and labor forces for portions of the Work. Construction Manager in developing its list of subcontractors (as herein defined) for possible award of subcontracts shall consider such business enterprises for the Project and provide to the Owner and the Architect such list. The receipt of such list shall not require the Owner or the Architect to investigate the qualifications of proposed local subcontractors or suppliers.

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§2.1.6.3 Subcontracts will be awarded to the most qualified responsive bidder. The qualification process will review the subcontractor's price, past history on similar projects, safety record, financial stability, ability to adhere to project schedule and location of office and residency of workforce Construction Manager shall not be required to award a contract to a local subcontractor if its proposal is not the most qualified related to the above criteria. its cost for subcontracted material, equipment, labor or services are not competitive, however, prior to awarding subcontracts, Construction Manager shall notify Owner and Architect of any portion of the Work on the Project which may have been awarded to a local subcontractor but from whom a the lowest responsive proposal could not be received the local contractor was not the most qualified to perform the work. Construction Manager agrees to provide Owner and Architect a period of days in which to determine if Owner would will bear any additional costs and risk associated with utilizing less qualified subcontractor for Construction Manager to engage the local contractor for the designed portion of the Work. If so, the GMP price herein stated would be increased by the difference required for Construction Manager to subcontract with the local subcontractor. This agreement by Construction Manager does not require Construction Manager to contract with any entity which Construction Manager has a reasonable objection, provided such objections are presented in writing to the Owner and Architect prior to awarding a bid to a non-local subcontractor. Further, the Construction Manager may perform any portion of the Work with the Construction Manager's own forces pursuant to §2.3 of this Agreement.

\$2.1.6.4 Construction Manager and Owner agree that the following terms apply to the foregoing subsection.

"Local Subcontractor" shall mean an individual or business entity with a principal place of business within the city limits of Port Arthur, Texas.

"Principal Place of Business" shall mean an established place of business in the incorporated limits of the City of Port Arthur, Texas from which 20% or more of the businesses, worklorge are regularly based and from which a substantial role in the businesses performance of commercially useful functions are a substantial part of its business operations are conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function shall not be construed as a Principal Place of Business.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them. Long-Lead-

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement-schedule for long-lead-time items, if any, that must be ordered well in advance of construction to meet the approved Project Schedule. The Owner may require the Construction Manager to order and procure long-lead-time items before the Owner accepts the Construction Manager's Guaranteed Maximum Price proposal, pursuant to Drawings and Specifications prepared by the Architect and A201-2007. The Construction Manager shall provide the Owner with a proposal for such procurement, which shall be for no more than the actual cost of the long-lead-time item.

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and shall identify the restocking charge or charge of a similar nature, if any, payable to the supplier of the long-lead-time item if the Owner cancels the order. The Construction Manager shall incorporate all long-lead-time items (if any) in the Guaranteed Maximum Price proposal. If the owner accepts the Guaranteed Maximum Price proposal, all long-lead-time items (if any) shall be included in the Cost of the Work and the Construction Manager shall accept compensation under Section 5.1 of this Agreement as compensation for all long-lead-time items. The Owner shall provide funds for payment of any amounts that become due for long-lead-time items before commencement of the Construction Phase, subject to a credit against the Guaranteed Maximum Price. If the Owner cancels the order for the long-lead-time item for any reason other than default by the Construction Manager or the supplier, the Owner shall be responsible for the restocking charge or charge of a similar nature, if any, but only to the extent the Construction Manager disclosed the charge in its proposal. The Construction Manager shall expedite the delivery of long-lead-time items.

§ 2.1.8 Extent of Responsibility

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The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which; if required, shall be incorporated by Change Order Attached. Construction Contingency

§ 2.2.2.1 As the Drawings and Specifications may not be finished at the time the Construction Manager-prepares the Guaranteed Maximum Price proposal, the Construction Manager shall include in the Guaranteed Maximum Price a contingency (the "Construction Contingency") sufficient to dover costs associated with further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom and other costs which are properly reimbursable as a Cost of the Work Such further development and other costs do not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order The estimated Cost of the Work shall include the Construction Contingency

§ 2.2.2.2 The Construction Contingency (but not the Guaranteed Maximum Price) shall be adjusted, as the case may be, to reflect net savings or net losses resulting from the award of subcontracts. The amount of the adjustment to the Construction Contingency shall be determined by subtracting the face amount of each subcontract at the time the subcontract is entered into from the amount allocated in the schedule of values applicable to the work (attached to the Guaranteed Maximum Price proposal) to be performed under such subcontract.

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§ 2.2.2.3 Construction Manager may permit funds to be expended from the Construction Contingency for Cost of the Work incurred for completion of the Work, provided, however, the Owner approves of such use of contingency and approval of contingency shall not be unreasonably withheld. Any expenditures of the Construction Contingency shall be evidenced on the pay application requesting payment of the Work in question.

§ 2224 After subcontracts comprising 80%59% of the value of the estimated Cost of the Work are awarded, the Construction Contingency may be used by the Owner for Owner-initiated Change Orders, provided that there remains in the Construction Contingency an amount equal to the amount included on the schedule of values as part of the Guaranteed Maximum Price Amendment.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract:

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee:

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

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§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Managershall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order Attached. By submitting the Guaranteed Maximum Price proposal to the Owner, the Construction Manager shall be deemed to represent that (1) the Construction Manager has reviewed the Drawings and Specifications and other information provided by the Owner, and obtained such additional information from the Owner, direct observation of the site, and other sources that the Construction Manager deemed necessary and sufficient to prepare the Guaranteed Maximum Price proposal, (2) the Guaranteed Maximum Price proposal is consistent with the Drawings and Specifications, and (3) the Drawings and Specifications as of the date of the Guaranteed Maximum Price proposal provide sufficient information to commit to a Guaranteed Maximum Price to complete the Work within the Contract Time In the GMP submission the Contractor shall include a Contractor Contingency of no more than 1% of Construction Cost, this Contingency can be utilized exclusively by Contractor for items needed to complete Project and all cost will be documented as Cost of Work, this contingency is separate from the Project Construction Contingency.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. Attached—The Owner shall review the Guaranteed Maximum Price proposal and accept, reject, or request modification of the Guaranteed Maximum Price proposal by written notice to the Construction Manager. If the Owner requests modification of the Guaranteed Maximum Price proposal, the Owner and the Construction Manager shall cooperate with each other to arrive at and agree upon such modification as expeditiously as possible, provided, however, that the Owner may at anytime elect to reject the Guaranteed Maximum Price proposal, as presented or later modified, and terminate this Agreement for convenience pursuant to A201-2007

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- § 2.2.7 Upon acceptance of a Guaranteed Maximum Price by the Owner, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall be substantially in the form attached to this Agreement and set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.
- § 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications. AttachedThe Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase unless the Owner provides prior written authorization for such costs.
- § 2.2.9 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications. The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

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- § 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.
- § 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance execution of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs

§ 2.3.2 Administration

- § 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection
- § 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.
- § 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

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§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing preentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

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Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide Construction Manager with timely notices of any changes to the Owner's requirements for the Project, information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

3.2.1.8 Prior to the execution is the contracted Manipular Price Amendation the Construction Manager may request the original distribution to the contract of the Construction of the Cons

\$2.7.3. The Cover shall establish and permitted by updoe the Fower's bacter (or the Project, mainting (1) the budget (or the trees of the Work as defined in Section 6.1.—42) the Owner's interests on the reason of 40 sections of the Cover's entities and the contract of the Cover's entities and the Cover's entities for the Cover's entitle of th

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- § 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 3.1.4.1 The Owner shall furnish tests, inspections and reports as to the site prepared for or on behalf of Owner. required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Such test shall include evidence that all known hazardous material have been removed from the building on behalf of the owner
- § 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locationsper 2.2.3 of AIA 201-2007 for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining properly and structures; designated wetlands, adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark
- § 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations
- § 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identifyhas identified a representative authorized to act on behalf of the Owner with respect to the Project as shown on page 1. -The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

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The Owner shall retain has retained an Architect as show on page 1 to provide services, duties and responsibilities as described in AIA Document B103TM-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES § 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2 (Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

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§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within (») ((44 ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions

§ 4.2 Payments

. . .

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed

§ 4.2.2 Payments are due and payable payable upon presentation of the Construction Manager's invoicethirty (30) days after receipt by Owner of the Construction Manager invoices. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

« »%« »

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« The Construction Management Fee is 6.75% of the Contract Sum General Conditions Fee is 10.5% of the Contract Sum-»

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« »Change Order prepared by Construction Manager and approved by Architect prior to presentation to Owner for approval or disallowance. Change Orders shall include the same CM Fee and General Condition Percentages.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work.

(»

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed « » percent (« » %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item Units and Limitations Price per Unit (\$0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

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« »The Guaranteed Maximum Price will not exceed \$3,000,000 or as modified in the GMP Amendment. Owner has not approved Guaranteed Maximum Price until execution of the Guaranteed Maximum Price Amendment. 355,000,000.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustmentupon request and approval receive an agreed upon adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AlA Document A201–2007, General Conditions of the Contract for Construction

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Adjustments to subcontracts shall be calculated pursuant to Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above referenced provisions of AIA Document A201 2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 2.2.18 in specific processor is reason. Section \$1.2 for adjustment of the Construction Manager's Fee in the configuration. In Work or note extent to such planners in the aggregate, that application of the adjustment processor of Section \$1.2 will consist a billion alone paid to life Construct on Section \$1.2 will consist a billion alone paid to life Construct on Section 1.2 will be applicable and be seen that was madely configuration. We thank that was madely configuration to be seen and the fee for the first and the section of the section will be applicable to the section of th

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than stated as an element within the Guaranteed Maximum Price or if not stated specifically therein, then the fair market value at the site of the Project the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

 \S 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

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(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included. whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

- § 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- § 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.
- § 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

3 - 4

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

- § 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction
- § 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

- § 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value
- § 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, (Add Back) dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Managerowned equipment and quantities of equipment shall be subject to the Owner's prior approval. Construction Manager to provide Rental Rate sheet
- § 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
- § 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office
- § 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory of administrative personnel incurred while traveling in discharge of duties connected with the Work.
- § 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

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§ 6.6 Miscellaneous Costs

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- § 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.
- § 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.
- § 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay
- § 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.
- § 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.
- § 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval
- § 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- \$5.5.\$ typed mediation and arbitration creek, including untimeys, leve, when then these drains from disputes between the Country and Construction Manager, reasonably their red by the Construction advanger star shows as the Agreement of the performance of the Work and with the Overest private approximate watch shall not be true as another within the
- 6.6.0 cubics to the Owner's prior procedule expenses insuffed in accordance with rice Construction Manager and red without personnel policy for relevanted and temperary laying allowings—101 to Construction Manager accorded equired for the Work (add back)

§ 6.7 Other Costs and Emergencies

- § 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.
- § 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.
- § 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.
- § 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below

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- Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- Expenses of the Construction Manager's principal office and offices other than the site office;
- Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7:
- The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
- Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the .5 Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- Any cost not specifically and expressly described in Sections 6.1 to 6.7,
- Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- Costs for services incurred during the Preconstruction Phase
- .9 Cost of insurance deductibles
- .10 Legal, mediation or arbitration costs, however incurred.
- ,11 Costs for vandalism or theft that are not part of the work.
- ,12 Employee costs for drug testing, incentive, or bonuses, safety or training seminars
- 13 Equipment repair, maintenance, or calibration.
- 14 Offisite file storage

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.15 Management of warrant work.

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§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager, any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2 3.2 1. 2.3 2 2 and 2 3 2 3

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction

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Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

(())

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the « last » day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the « » day of the «following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «thirty » (« 30 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

.3 Add the Construction Manager's Fee, less retainage of «10 » percent (« ten » %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

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Subtract retainage of « 10» percent (« ten » %) from that portion of the Work that the Construction Manager self-performs:

Subtract the aggregate of previous payments made by the Owner;

Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

a final Certificate for Payment has been issued by the Architect

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting. within 30 days after delivery of the final accounting to the Architect by the Construction Manager, Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment

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§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.) As set forth in Article II of A201-2007

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ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation. Claims will be resolved by litigation in a court of competent jurisdiction.)

[* >] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

[* *] Litigation in a court of competent jurisdiction

[* »] Other: (Specify)

« »

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »N/A

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days? written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no

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event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination,

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201=2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10 f.2 and 10.1.3 of this Agreement

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007

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§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

« 11.5.1. A portion of Jerry Vandervoort's time will be charged to the Project Jerry will not be stationed on the jobsite on a daily basis. »

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

(())

.4 AIA Document E202TM—2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

(())

.5 Other documents: (List other documents, if any, forming part of the Agreement.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

«Floyd Batiste »« CEO, Port Arthur Section 4A Economic Development Corporation»

(Printed name and title)

« Michale P. Emmons»«President, Spaw Glass, Construction Corporation. »

(Printed name and title)

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User Notes:

Down Payment Assistance

P.O. No. 6530 03/29/16 updated gt

ORDINANCE NO. 16-16

AN ORDINANCE PROVIDING FOR THE CONDUCT OF A SPECIAL ELECTION ON MAY 7, 2016, TO SUBMIT PROPOSITIONS AS TO WHETHER THE CITY OF PORT ARTHUR SHALL IMPLEMENT A STREET MAINTENANCE SALES TAX AT A RATE OF 1/8 PERCENT BY REDUCING THE EXISTING SECTION 4A (TYPE A ECONOMIC DEVELOPMENT CORPORATION) SALES AND USE TAX (½ PERCENT) BY 1/8 TO FACILITATE THIS PURPOSE AND WHETHER THE EXISTING TYPE A SALES TAX SHALL BE UTILIZED FOR VARIOUS CATEGORIES OF PROJECTS AUTHORIZED FOR TYPE B CORPORATIONS PURSUANT TO CHAPTER 505 OF THE TEXAS LOCAL GOVERNMENT CODE, AND PROVIDING FOR THE PUBLICATION OF THE ELECTION NOTICE

WHEREAS, the Board of Directors of the City of Port Arthur Section 4A Economic Development Corporation has requested that the City Council consider two propositions related to the use of sales and use tax; and

WHEREAS, the first proposition is for the implementation of a Street Maintenance Sales Tax, and the second proposition is for the use of the Type A Sales tax for a project related to Affordable Housing, which is a 4B project, pursuant to Section 505.153 of the Texas Local Government Code; and

WHEREAS, with regard to Affordable Housing proposition, pursuant to Chapter 504.152 of the Texas Local Government Code (formerly Section 4A(s) of Article 5190.6 Vernon's Texas Code Statutes), the City Council is authorized to call a Special Election on the usage of Type A sales tax for categories of projects applicable to Type B Corporations pursuant to Chapter 505 of the Texas Local Government Code (formerly Article 5190.6 Vernon's Texas Code Statutes); and

WHEREAS, the City Council desires to submit propositions to the voters thereon, said propositions being described in Exhibit "A-1" to the Order attached hereto as Exhibit "A".

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That pursuant to the provisions of Section 9.004 and Section 9.006 Texas Local Government Code, a Special Election is hereby ordered to be held on May 7, 2016, to submit the proposed propositions on the usage of Type A sales tax for categories of projects applicable to Type B Corporations pursuant to Chapter 505 of the Texas Local Government Code (formerly Article 5190.6 Vernon's Texas Code Statutes). A copy of said Order and Notice of Election is attached as Exhibit "A", with the proposed propositions attached as Exhibit "A-1" thereto, and the polling locations being attached as Exhibit "A-2" thereto.

<u>Section 3.</u> That pursuant to 504.153 of the Texas Local Government Code, a public hearing must be held in order for Type A corporations to perform a Type B project.

Section 4. That the City Council will take due consideration as to the proposed cost and impact of the project or category of projects as delineated in the propositions and will take due consideration of the comments of the citizens at the Tuesday, April 19, 2016, public hearing at 9:00 a.m.

Section 5. That the City Secretary shall post notices of the date, time, place, and subject of the Public Hearing in the official newspaper of the City on the following Saturdays: March 19, 2016, March 26, 2016, April 2, 2016, April 9, 2016, and on April 16, 2016, and otherwise as required by law.

Section 6. That pursuant to Section 504.152 Local Government Code, the City Council is authorized to call an Election on the usage of Type A sales tax for categories of projects under Type B, as delineated under Chapter 505 Local Government Code.

Section 7. That one (1) voting place shall be provided, (as shown in Exhibit "A-2" to the proposed Order and Notice of Elections, attached hereto as Exhibit "A") within each of the precincts or combined precincts into which the City is divided for voting purposes.

A 14

Section 8. That all persons are qualified to vote at said elections who are qualified voters under the Constitution and Laws of the State of Texas and the City Charter.

Section 9. That said election shall be by Electronic Voting System as authorized in Texas Election Code Sec. 123.001. Early voting shall be conducted at the locations shown on Exhibit "A-1" attached hereto; and shall be under the control and supervision of the City Secretary. This includes the usage of electronic voting equipment certified by the Secretary of State.

Section 10. That said election shall only provide one kind of voting system, no paper ballots will be provided, as mandated by Texas Election Code Sec 123.005.

Section 11. That the Robert E. "Bob" Bowers Civic Center at 3401 Cultural Center Drive is hereby designated as the "Counting Station" to receive and tabulate voted ballots.

Section 12. That pursuant to Section 67.003 of the Texas Election Code, the City Council of the City of Port Arthur shall meet on May 18, 2016, which is within eleven (11) days following election day (May 7, 2016) and officially canvass the returns and declare the results of said Election.

Section 13. That the conduct of such election shall be in accordance with the requirements of the Texas Election Code, including provisions for bilingual assistance, notices, instructions, electronic ballots, and other written materials and information relating to the electoral process, for which presentation and assistance is required.

Section 14. That in accordance with Chapter 32 of the Election Code, and Article III, Section 4 of the City Charter, the City Council shall hereinafter appoint the following: Presiding Judges for each polling place as set forth in Sections 32.031 and 32.032 of the Texas Election Code and with such compensation as to be set by the City Council per Sections 32.091 and 32.092 of the Texas Election Code.

1 1 1 1

- Manager of the Counting Station with such duties as set forth in Section 127.002 of the Texas Election Code and with such compensation as to be set by the City Council.
- Tabulation Supervisor of the Counting Station with such duties as set forth in Section 127.003 of the Texas Election Code.
- Presiding Judge and Alternate Presiding Judge of the Counting Station with duties
 and compensation as set forth in Section 127.005 of the Texas Election Code and
 with such compensation as to be set by the City Council.
- Early Voting Ballot Board with such duties as delineated in Section 87.002 of the
 Election Code which includes the processing of mail ballots and provisional ballots
 from the Voter Registrar and with such compensation as to be set by the City
 Council per Section 87.005 of the Election Code.
- Signature Verification Committee if requested by the Early Voting Clerk pursuant to Section 87.027 of the Texas Election Code.

Section 15. That in addition to the election officers to be designated and appointed, <u>Karina Shields</u>, a registered voter of Jefferson County who reads and speaks the Spanish language fluently, as well as <u>Huy Tran</u>, a registered voter in Jefferson County who

reads and speaks the Vietnamese language fluently, are hereby appointed as election officers to be on call on a standby basis to render personal assistance to any voter requesting personal assistance at polling places on Election Day and during Early Voting in accordance with the Election Laws at a sum of \$15 per hour. Before serving as an interpreter, Karina Shields and Huy Tran shall take the oath as delineated in Section 61.035 of the Election Code. The City Secretary shall place placards that Spanish and Vietnamese interpreters are available via cell phone and listing their phone numbers. If a person needs assistance, the interpreters will visit the polling locations. Written translations of election documents shall be paid in the sum of \$0.10 per word, subject to the limitations of the Texas Election Code and with such qualifications as delineated in the Election Code.

Section 16. That the Judges and the Alternate Judges shall be paid the sum of fifteen (\$15.00) dollars per hour and the Election Clerks shall be paid the sum of thirteen (\$13.00) dollars per hour, subject to the limitations of Sections 32.091 through 32.094 of the Texas Election Code. The Judge who delivers the returns of the Election shall be further paid the amount of twenty-five (\$25.00) dollars for that service.

<u>Section 17.</u> That the City Secretary is hereby directed to cause the official ballots for use at said Election to be prepared in the manner prescribed by Article III, of the Charter and the Texas Election Code.

Section 18. That the Mayor shall cause notice of this election to be given in accordance with Section 4.003 of the Texas Election Code by publishing a copy of the Notice of Election in the official newspaper of the City of Port Arthur at least one (1) time, not earlier than the thirtieth (30th) day nor later than the tenth (10th) day before Election Day; and a copy of this Ordinance together with a copy of said Notice shall be filed in the

office of the City Secretary and another copy of said notice shall be posted on the bulletin board used for posting notices of the meetings of the City Council of the City of Port Arthur at least twenty-one (21) days before the election.

Section 19. That the Notice of Election shall include the location of each polling place and shall comply with Exhibit "A" attached and made part hereof.

Section 20. That this Ordinance shall take effect immediately from and after its passage.

Section 21. That a copy of this Ordinance shall be spread upon the Minutes of the City Council.

| READ, ADOPTED AND APPROVED on this 16 day of Christian |
|---|
| A.D., 2016, at a Meeting of the City Council of the City of Port Arthur, Texas, by the |
| following vote: AYES: Mayor: Mayor As Jem Grank, |
| AYES: Mayor: Prince; Mayor As Jem Grand, Councilmembers: Scott, Stamilfon, Albright, Mosely, Sewis, Statiand Moses. |
| NOES: NOES: |
| DELORIS PRINCE, MAYOR |

ATTEST:

SHERRI BELLARD, CITY SECRETARY

APPROVED AS TO FORM:

VALECIA TIZENO, CITY ATTORNEY

APPROVED FOR ADMINISTRATION:

BRIAN MCDOUGAL, CITY MANAGER

EXHIBIT "A"

City of Port Arthur Election

DUPLICATE ORIGINAL CONTRACT FOR





16-16

FEB 2 3 2016

PLEASE EXECUTE AND RETURN TO THE CITY SECRETARY'S OFFICE

COUNCIL MEETING DATE:

February 16, 2016

ORDER AND NOTICE OF A GENERAL, JOINT AND SPECIAL ELECTION IN THE CITY OF PORT ARTHUR, JEFFERSON COUNTY, TEXAS

Notice is hereby given that the City of Port Arthur will hold a General, Joint and Special Election for the purpose of electing a Mayor in conjunction with the Port Arthur Independent School District, the Port of Port Arthur Navigation District, the Sabine Pass Independent School District, Sabine Pass Port Authority, and a Special Election to submit propositions as to whether or not the City of Port Arthur shall implement a Street Maintenance Sales Tax at a rate of 1/8 percent by reducing the existing Section 4A (type A Economic Development Corporation) sales and use tax (½ percent) by 1/8 to facilitate this purpose and the usage of Type A sales tax for categories of projects applicable to Type B Corporations pursuant to Chapter 505 of the Texas Local Government Code (formerly Article 5190.6 Vernon's Texas Code Statutes) on Saturday, May 7, 2016, between the hours 7:00 a.m. and 7:00 p.m.

I, Deloris "Bobbie" Prince, Mayor of the City of Port Arthur, Texas, as authorized by the City Council, do hereby Order and give Notice of a General Election to be held in the City of Port Arthur, Texas, on Saturday, May 7, 2016, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing a Mayor. The term of office for Mayor shall be for a period of three years until his/her respective successor shall have been elected and duly qualified. Candidates may file an application with the City Secretary for a place on the ballot beginning January 20, 2016 through February 19, 2016 at 5:00 p.m.

Said election shall be by Electronic Voting System as provided in Section 123.001 of the Election Code, Section 9.004, et seq., Local Government Code and the City Charter. The proposed Charter Change Amendment being attached as "A-1". The location of each polling place is shown on Exhibit "A-2". Early voting by personal appearance will be conducted each weekday at the following locations between the hours of 8:00 a.m. and 5:00 p.m. beginning on April 25, 2016 and ending on May 3, 2016:

City Hall, 444 Fourth Street Port Arthur Public Library, 4615 Ninth Avenue

Early voting by personal appearance will be conducted on Thursday, April 28, 2016, and on Tuesday, May 3, 2016, between the hours of 7:00 a.m. and 7:00 p.m. at the following location of the main early voting polling place:

City Hall, 444 Fourth Street

ORDER AND NOTICE OF GENERAL, JOINT AND SPECIAL ELECTION TO BE HELD MAY 7, 2016

Please contact the City Secretary's Office at (409) 983-8115 for an Application for a Ballot by Mail or submit your request by e-mail at mailballotapplications@portarthurtx.gov.

Applications for a Ballot by Mail shall be mailed to:

City of Port Arthur
City Secretary Sherri Bellard
Post Office Box 1089
Port Arthur, Texas 77641-1089

Or City of Port Arthur City Secretary Sherri Bellard 444 Fourth Street Port Arthur, Texas 77640

Applications delivered by the voter in person must be received no later than 5:00 p.m. on Friday, April 22, 2016. Applications for Mail Ballots by mail must be received no later than the close of business on Tuesday, April 26, 2016.

Issued this 16th day of February, 2016.

Deloris "Bobbie" Prince, Mayor

City of Port Arthur

s.po6530

EXHIBIT "A-1"

s.po6530 Page 11

PROPOSED PROPOSITIONS:

Proposition No. 1:

For the next four (4) years, commencing October 1, 2016, shall the City of Port Arthur authorize the adoption a local sales and use tax in the City of Port Arthur at a rate of 1/8 percent to provide revenue for maintenance and repair of municipal streets by reducing the existing Section 4A (Type A Economic Development Corporation) Sales and Use Tax (½ percent) by 1/8 to facilitate this purpose and for the retention of the remaining 3/8 percent to continue to be utilized for the Section 4A (Type A Economic Development Corporation) Sales and Use Tax?

Proposition No. 2:

For the next three (3) years, commencing on October 1, 2016 and extending until September 30, 2019, shall the existing Section 4A (Type A Economic Development Corporation) Sales and Use Tax within the City of Port Arthur shall be utilized for the cost of land, buildings, equipment, facilities, and improvements found by the City of Port Arthur Section 4A Economic Development Corporation Board of Directors to be required or suitable for the promotion of development and expansion of affordable housing, as described by 42 U.S.C. 12745, with a project area bounded by Atlanta Street on the west, 8th Street on the north, Nashville Street on the east and 5th Street on the south within the City of Port Arthur, Texas, which is a category of projects under Section 505.153 of the Local Government Code (Type B Economic Development Corporation), with the condition it will be limited to single family dwellings and the total annual spending by the City of Port Arthur Section 4A Economic Development Corporation will not exceed \$300,000. Said period of time can be extended an additional three (3) years by the City Council by a two-thirds (2/3) vote of the City Council after reviewing public comment on the proposed cost and impact of the project?

ELECTION PRECINCTS:

POLLING PLACES:

5262 S. Gulfway Drive

R. L. ELDRIDGE COMMUNITY CENTER

(Sabine Pass)

(All or a portion of Jefferson County Election

Precinct 32)

2441 - 61st Street

MEMORIAL 9TH GRADE ACADEMY
(Formerly known as Stephen F. Austin)

(All or a portion of Jefferson County Election

Precincts 33 & 34)

TYRRELL ELEMENTARY 4401 Ferndale

(All or a portion of Jefferson County Election Precincts 43, 44, 47, 48, 49, 76 & 93)

PORT ARTHUR PUBLIC LIBRARY 4615 Ninth Avenue

(All or a portion of Jefferson County Election Precincts 45, 46, 70, 82, 95, 96, 98, 101 & 105)

PORT ARTHUR CITY HALL 444 Fourth Street

(All or a portion of Jefferson County Election Precinct 50, 51, 52, 53, 54, 55 & 81)

ABRAHAM LINCOLN MIDDLE SCHOOL 1023 Abe Lincoln

(FORMERLY KNOWN AS MEMORIAL HIGH SCHOOL 9TH GRADE CAMPUS AND LINCOLN HIGH SCHOOL)

(All or a portion of Jefferson County Election Precincts 57, 58, 59 & 104)

TAFT ELEMENTARY SCHOOL 2500 Taft Avenue

(All or a portion of Jefferson County Election Precincts 42, 60, 61, 71 & 102)

s.po6530 Page 13

P. R. No. 17669 4/24/2013 FB

RESOLUTION NO. 13-206

A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF PORT ARTHUR IN SUPPORT FOR THE PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION PROPOSED HB 1966, HB 1967, AND HB 2473 LEGISLATIVE CHANGES TO THE ECONOMIC DEVELOPMENT ACT

WHEREAS, HB 1966, HB 1967 and HB 2473 provide the Port Arthur Economic Development Corporation creative solutions to overcome an extraordinary high unemployment rate and areas of inner city blight by giving them flexibility to use 4A funds to revitalize the community, bring citizens out of unemployment, and attract new business enterprises to locate in the downtown area; and

WHEREAS, HB 1966 will allow the Port Arthur Economic Development Corporation to use 4A funds to make improvements and revitalize blighted areas so that new business enterprises will locate in these newly improved locations. The City of Port Arthur and the Port Arthur Economic Development Corporation must revitalize their downtown area before business enterprises will relocate in the area. HB 1966 would provide Port Arthur the solution it needs to foster critical growth and economic opportunities; and

WHEREAS, HB 1967 will allow the Port Arthur Economic Development Corporation to expend 4A funds to create "pre-training" programs for individuals lacking basic job skills. The City of Port Arthur has a high unemployment rate and a high percentage of citizens with limited skills. As a result, businesses with "on the job" training programs are reluctant to spend funds to train individuals lacking basic skills. Consequently, these individuals are unable to participate in an "on the job" training program and remain unemployed; and

WHEREAS, HB 2473 will allow the Port Arthur Economic Development Corporation to expend 4A funds to develop and construct student housing facilities on or adjacent to the public state college campus, which is located in the downtown reinvestment area; and

WHEREAS, HB 1966, HB 1967 and HB 2473 will not require the State of Texas to provide funding for infrastructure improvements, "pre-training" programs, or housing facilities; and

WHEREAS, HB 1966, HB 1967 and HB 2473 will not require the State of Texas to provide funding for infrastructure improvements, "pre-training" programs, or housing facilities; and

WHEREAS, these bills will help the City of Port Arthur and the Port Arthur Economic Development Corporation, decrease the unemployment rate and bring new businesses into the downtown area; and

WHEREAS, HB 1966, HB 1967 and HB 2473 will provide the City of Port Arthur and the Port Arthur Economic Development Corporation creative solutions to remedy the high unemployment rate and entice businesses to relocate in the downtown area; and

WHEREAS, HB 1966. HB 1967 and HB 2473 will make it easier for the City of Port Arthur and the Port Arthur Economic Development Corporations to meet the needs of the community; and

WHEREAS, HB 1966, HB 1967, and HB 2473 will promote economic growth and opportunities.

WHEREAS, NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council of the City of Port Arthur support HB 1966, HB 1967, and HB 2473 proposed Legislative changes to the economic development act by the Port Arthur Economic Development Corporation.

<u>Section 3.</u> That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

| | | is 30 th day of April | 1 |
|--------------------------------|-----------------------|--------------------------|--------------------|
| READ, ADOPTED AN | D APPROVED on thi | day of Alface | , A.D., 2013, at a |
| Meeting of the City Council of | the City of Port Arth | ur, Texas, by the follow | ving vote: AYES: |
| | layor Ara Ja | | |
| Councilmember: | Segler L | Usright, 20 | met. |
| Hilliamson | Freeman | wand The | mas. |
| <u> </u> | | | |
| NOES: Oa. | | | |
| | | 7.0. D | ζ., |

Deloris "Bobbie" Prince, Mayor

ATTEST:

Sherri Bellard, City Secretary

APPROVED:

Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:

Valecia R. Tizeno, City Attorney

City of Port Arthur

| HUD Activity | <u>Categories</u> | Grant Funds to Grantee | Grant Funds to Service Providers Contracted by GLO | Other Funds | <u>Total</u> <u>Funds</u> |
|-----------------|------------------------------------|---------------------------|--|----------------|------------------------------|
| 1a | Water Facilities | \$2,579,788 | S0 | \$0 | \$2,579,788 |
| 4 | Street Improvements | \$2,304,201 | \$0 | \$0 | \$2,304,201 |
| 5 | Flood and Drainage Facilities | \$2,810,927 | \$0 | \$0 | \$2,810,927 |
| 20 | Clearance Demolition Activities | \$1,415,000 | \$0 | \$0 | \$1,415,000 |
| 30 | Engineering/Architectural Services | \$0 | \$948,890 | \$0 | \$948,890 |
| 33 | Project Delivery | \$93,471 | \$114,500 | S0 | \$207,971 |
| 35 | Environmental | \$0 | \$35,000 | S0 | \$35,000 |
| | Total | \$9,203,387 | \$1,098,390 | SO | \$10,301.777 |

^{*}Total Grant Funds = \$10,301,777

NSP Contract Details Page 1 of 1

Current Time: 10:28:27 AM cadm123659: Change Password | Logout | ARRA General Info | TDHCA Home

TDHCA Housing Contract System

My Contracts

Environmental | Notes | Perf Regs | Activities | Areas Served

| CONTRACT | *************************************** | |
|---------------------------------|---|----------------------------------|
| Contract 77090000154 Number | Program Activity NSP - NSP-TDHCA (Single-Family 2008) | Status Active |
| CSAS Number 77090000154 | Contractor City of Port Arthur | |
| Period Begin Date 9/1/09 | Contact Beverly Freeman | Attachments[49] |
| Period End Date 8/31/19 | Contact Phone (409) 983-8259 (409) 983-8283 | |
| Amended End Date | Grant no | Mail Code 004 |
| Application Number | Loan no | Executor Stephen Fitzgibbons |
| Consultant | Consultant Phone | Contract Activity Number (IDIS) |
| State Performance Contact | State Performance Contact Phone | |
| State Program Contact Kelly Fry | State Program Contact Phone | |
| Joint Applicant | Joint Applicant Contact | Joint Applicant Contact Phone |

| Admin Project | Original \$143,807.00 \$2,179,141.00 | Amended \$100,446.74 \$1,696,849.71 | Funded \$100,446.74 \$1,696,849.71 | \$0.00 \$1,090,051.50 | Total Drawn \$34,286.46 \$990,873.31 | \$0.00 \$108,421.15 | Net Drawn \$34,286.46 \$882,452.16 | Available \$66,160.28 \$814,397.55 |
|------------------|--|---|--|--------------------------|--|------------------------|--|--|
| Total | \$2,322,948.00 | \$1,797,296.45 | \$1,797,296.45 | \$1,090.051.50 | \$1,025,159.77 | \$108,421.15 | \$916,738.62 | \$880,557.83 |

SETASIDES

Setaside Type None

CONTRACT DETAIL

Board Approval Date 7/16/09 Certificate of Completion Date Closeout Visit Date Rural or Urban/Ex-Urban Labor Standards Required no

Notice to Proceed Released (NPR) Date

Units 0 Projects Set Up 94

Projects Completed 0
Subject to RAF

Labor Standards Officer

Certifying Officer - Environmental NPR Davis-Bacon Applies no

al Certifying Officer Title

Fund with Multi Year no

RESOLUTION NUMBER 17-200

A RESOLUTION AMENDING RESOLUTION NUMBER 17-084 TO DECREASE THE 2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION FROM \$1,018,036 TO \$1,004,747, AND APPROVING THE REVISED LIST OF PROJECTS FOR 2017

WHEREAS, pursuant to the Housing and Urban Development Act of 1974, the Public Law 93-383, in April 2017, the City submitted an application to the United States Department of Housing and Urban Development (HUD) the 43rd (2017 Program Year) allocations in the estimated amount of \$1,018,036.00; and,

WHEREAS, pursuant to Resolution No. 17-084, the City Council approved the 2017 Community Development Block Grant (CDBG) allocations in the estimated amount of \$1,018,036.00; and

WHEREAS, the Department of Housing and Urban Development has now finalized Port Arthur's CDBG allocation in the total amount of \$1,004,747; and,

WHEREAS, Resolution No. 17-084 included a proposed list of Projects for the 2017 program year (See Attachment #1); and,

WHEREAS, the list of 2017 program year has been revised (see Attachment #2); and,

WHEREAS, the City Council, is required to designate an official to sign all documents in connection with the revised list of Projects for 2017; Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

THAT the revised list of Projects for 2017 (Attachment #2) is hereby approved and adopted by the City Council of the City of Port Arthur to assure compliance with the Housing and Urban Development Act of 1974, amended Public Law 93-383.

THAT the City Manager is designated to sign all documents in connection with the proposed list of Projects.

THAT a copy of the caption of this Resolution be spread upon the minutes of the City Council.

READ, ADOPTED AND APPROVED this day of August, A.D., 2017 at a Regular Meeting of the City Council of the City of Port Arthur, Texas by the following vote: AYES: NOES: Derrick/Ford Freeman Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Val Tizeno

City Attorney

APPROVED FOR ADMINISTRATION:

Brian McDougal City Manager

Threshold Criteria Responses Attachments:

Community-wide Proposals

III.B. Threshold Criteria for Assessment Grants

1. Applicant Eligibility

The City of Port Arthur, Jefferson County, Texas is a General Purpose Unit of local government as defined under 2 CFR 200.64 and page 16 of the RFP No. EPA-OLEM-OBLR-16-08.

2. **Community Involvement**

The City of Port Arthur will continue to inform and involve the community and other stakeholders during the planning, implementation, and other brownfield assessment activities through the proven methods and approach used in the 2015 Downtown Revitalization Plan. Engaging the community and soliciting feedback on brownfields activities and redevelopment plans are essential to the overall success of the City's Brownfields program. Two-way communication between the City, community, and stakeholders is paramount to keeping the community informed and involved on potential issues that may develop during the implementation of the grants.

The City's vision for the Downtown Revitalization Target Area is to create a people-centric place and to establish expectations for growth and improvements through public and private investments. Addressing decades of decline is not easy or quick, but our focus for the future will be to make the Downtown area the premier destination for investment, housing, working and playing within Port Arthur. To make this happen, the Downtown must be recreated into the cultural center of Port Arthur and provide a unique community-focused character based on the historic core that has been overlooked by developers in favor of suburban land use patterns in other parts of Port Arthur. With proper incentives and partnerships, the Downtown can once again be a strong choice for business, professional offices, restaurants, retail, and affordable housing.

The *Downtown Revitalization Plan*³⁶ was a comprehensive study that engaged the community to identify new development opportunities over a 12-month period. The *Plan* incorporated previous planning documents, building on successes and working relationships. It included an assessment of the physical environment, infrastructure, and market in order to support the Downtown viability. The City realizes the community needs to see visible change and continued progress in the transformation of the Downtown Target Area into a destination that leverages the area's unique activity generators, waterfront, civic core, urban forms, and market place. Through implementation of the *Plan*, all members of the community are afforded the opportunity to provide feedback and participation in the planning, assessment, and redevelopment of blighted properties.

The *Downtown Revitalization Plan* was conducted in three phases: Data Collection, Collaboration and Analysis, and Plans and Recommendation. A Planning Team was formed of City staff, consultants, and community stakeholders. During the Data Collection Phase, public participation and input was solicited through field and on-line surveys, interviews, and meetings. Community charrettes and public meetings were used during the Collaboration and Analysis Phase to engage the public. Once the draft Plan and Recommendations was completed, public input was once again sought.

³⁶ https://clients.freese.com/PortArthur

The *Plan* was the final product of a 18 month planning process that was characterized by frequent meetings with City staff and elected officials and the formation of a *Public Involvement Plan* to gather and disseminate information, fact checking, prioritize goals and objectives, and establish implementation initiatives. Community participation activities included:

- Online Surveys
- Project Website
- Data Gathering Meetings
- Workshops
- Charrettes
- Updates and Postings
- Council Review
- Media Coverage
- Translators

Online Surveys and a Project Website were created to facilitate public input, as well as provide a portal for dissemination of public information such as meeting dates, topics, and presentations.

Data Gather Meetings were held with key groups, City staff and elected officials, comprised of residents, stakeholders, Economic Development Corporation members, and property and business owners to identify issues and establish a vision for the Downtown Revitalization Project (Target) Area.

A *Workshop* was held in collaboration with City staff on various issues and approaches that may be utilized to implement recommendations made by the public. Technical resources and key issues were defined and discussed; as well as discussions held on preliminary ideas regarding how to best capitalize on the Market Assessment findings. At this workshop, consultants led participants in an information gathering session that included workstations, surveys, keypad polling, dialogue, issue identifications, visions and breakout groups. The information gathered at this meeting helped to guide the future analysis and preliminary strategies for future developments. Over forty residents of all age groups and walks of life attended this meeting and provided valuable input in describing the amenities and future vision for the Downtown area. From all the comments gathered at this meeting, the historical significance of the Port Arthur's Downtown waterfront and Proctor Street stood out the most.

Charrettes were held to provide a brainstorming session that allowed participants to collaborate on potential strategies for the Downtown Revitalization Plan. Once several alternates were identified and analyzed, the team was able to dig into details of implementation strategies for these scenarios.

Council Reviews were held with the Planning and Zoning Commission prior to the City Council's consideration and adoption of the Downtown Revitalization Plan. With this grant application, City Council was briefed prior to the October 11, 2017 regular scheduled meeting where the decision to apply for Brownfields was discussed, voted upon and Resolution No. 17-265 was passed (attached).

Periodic *Updates and Postings* of the presentation and interim deliverables were uploaded to the *Project Website*.

Media Coverage of the planning process was held in collaboration with the City's Planning Department. A logo was developed specifically for the Revitalization Plan that was used to market the planning process and generate excitement throughout the community.

The above proven successful community engagement techniques will be utilized in the planning and implementation of the EPA Brownfields Community-Wide Hazardous Substance and Petroleum grants. The Project Website will enable the community to have 24/7 access to

brownfields program and project information. The local library will provide internet access for those that do not have a computer.

Despite 64.7% minorities in the Downtown Revitalization Target Area, only 6.8% don't speak English very well. The City is committed to ensuring that every reasonable effort is made to provide information is accessible in a timely manner to all residents of the community. When deemed necessary, the City will provide competent, trained, and culturally sensitive *translators and interpreters*. Critical information and vital documents will be translated as necessary. These tools will help engage the community residents with limited English proficiency, who are traditionally underrepresented in civic engagement and city planning processes.

The City and its stakeholders have collaborated on the completion of the *Downtown Revitalization Plan* and have developed a vision for change to right the decades of socioeconomic blight to the Target Area. Now to make the change a reality, the City needs this EPA funding to jump start the assessment and redevelopment process, and show the sensitive populations that there is a brighter tomorrow on the horizon.

ATTACHMENT #1

Original

2017 COMMUNITY DEVELOPMENT BLOCK GRANT REQUEST

| Requested Allocation | Proposed Allocation |
|-----------------------|---|
| \$11,000 | \$10,000 |
| \$30,000 | \$0 |
| \$10,000 | \$0 |
| \$10,000 | \$5,000 |
| \$32,000 | \$27,000 |
| \$10,000 | \$0 |
| \$103,000 | \$42,000 |
| Requestsed Allocation | Proposed Allocation |
| \$230,000 | \$120,877 |
| \$150,000 | \$0 |
| \$200,000 | \$82,000 |
| \$300,000 | \$270,000 |
| \$1,800,000 | \$353,159 |
| \$150,000 | \$150,000 |
| \$2,830,000 | \$976,036 |
| \$2,933,000 | \$1,018,036 |
| | \$11,000 \$30,000 \$10,000 \$10,000 \$32,000 \$10,000 \$103,000 |

S. grants2 43nd Year 2018 CDBG requests for City Council visy

REVISED
2017 COMMUNITY DEVELOPMENT BLOCK GRANT REQUEST

| Organization | Requested Allocation | Proposed Allocation | Revised Allocation |
|--|-----------------------|---------------------|--------------------|
| Nutrition and Services for Seniors | \$11,000 | \$10,000 | \$10,000 |
| Port Cities Rescue Mission | \$30,000 | \$0 | \$0 |
| Texas Recyclers Associates | \$10,000 | \$0 | \$0 |
| Julie Rogers "Gift of Life" | \$10,000 | \$5,000 | \$5,000 |
| Catholic Charities - Hospitality Center | \$32,000 | \$27,000 | \$27,000 |
| Inspire, Encourage, Achieve | \$10,000 | \$0 | \$0 |
| Public Service Total | \$103,000 | \$42,000 | \$42,000 |
| City Department | Requestsed Allocation | Proposed Amount | Revised Allocation |
| Housing Assistance Administration | \$230,000 | \$120,877 | \$120,877 |
| Housing and EDC Down payment & Closing Cost Assistance | \$150,000 | \$0 | \$50,000 |
| Housing and EDC Construction Project - Site Clearance | \$200,000 | \$82,000 | \$40,000 |
| EDC Housing Project - Park Improvement | \$20,000 | \$20,000 | \$0 |
| Housing Assistance Rehabilitation Projects | \$300,000 | \$270,000 | \$300,000 |
| Street Resurfacing Projects | \$1,800,000 | \$353,159 | \$301,870 |
| Grants Management Administration | \$150,000 | \$150,000 | \$150,000 |
| City Total | \$2,850,000 | \$996,036 | \$962,747 |
| Grand Total | \$2,953,000 | \$1,038,036 | \$1,004,747.00 |

Sigrams 2/4 and CDBG 2017 CDBG requests for City Council revised 724 xlsy

OMB Number: 4040-0004 Expiration Date: 10/31/2019

| Application for Federal Assis | stance SF-424 | | | | |
|---|-------------------------------|--|--|--|--|
| * 1. Type of Submission: | * 2. Type of Application: | * If Revision, select appropriate letter(s): | | | |
| Preapplication | New | | | | |
| Application | Continuation | * Other (Specify): | | | |
| Changed/Corrected Application | | | | | |
| * 3. Date Received: | 4. Applicant Identifier: | | | | |
| 11/15/2017 | City of Port Arthur | | | | |
| 5a. Federal Entity Identifier: | | 5b. Federal Award Identifier: | | | |
| | | | | | |
| State Use Only: | | | | | |
| 6. Date Received by State: | 7. State Application | Identifier: | | | |
| 8. APPLICANT INFORMATION: | • | | | | |
| * a. Legal Name: City of Port | Arthur | | | | |
| * b. Employer/Taxpayer Identification I | Number (EIN/TIN): | * c. Organizational DUNS: | | | |
| 746001885 | | 1371349090000 | | | |
| d. Address: | | | | | |
| * Street1: P. O. Box 1 | 089; 444 4th Street | | | | |
| Street2: | | | | | |
| * City: Port Arthur | | | | | |
| County/Parish: | | | | | |
| * State: | | TX: Texas | | | |
| Province: | | | | | |
| * Country: | | USA: UNITED STATES | | | |
| * Zip / Postal Code: 77641-1089 | | | | | |
| e. Organizational Unit: | | | | | |
| Department Name: | | Division Name: | | | |
| Development Services | | Planning and Zoning | | | |
| f. Name and contact information o | f person to be contacted on m | natters involving this application: | | | |
| Prefix: Mr. | * First Nam | | | | |
| Middle Name: | | ROBERT | | | |
| * Last Name: Burton | | | | | |
| Suffix: | | | | | |
| Title: | = | | | | |
| Organizational Affiliation: | | | | | |
| | | | | | |
| * Telephone Number: 409-983-81 | 35 | Fax Number: 409-983-3295 | | | |
| * Email: ron.burton@portarth | | | | | |
| i i | - | | | | |

| Application for Federal Assistance SF-424 |
|--|
| * 9. Type of Applicant 1: Select Applicant Type: |
| C: City or Township Government |
| Type of Applicant 2: Select Applicant Type: |
| |
| Type of Applicant 3: Select Applicant Type: |
| |
| * Other (specify): |
| |
| * 10. Name of Federal Agency: |
| Environmental Protection Agency |
| 11. Catalog of Federal Domestic Assistance Number: |
| 66.818 |
| CFDA Title: |
| Brownfields Assessment and Cleanup Cooperative Agreements |
| * 12. Funding Opportunity Number: |
| EPA-OLEM-OBLR-17-07 |
| * Title: |
| FY18 GUIDELINES FOR BROWNFIELDS ASSESSMENT GRANTS |
| |
| |
| |
| 13. Competition Identification Number: |
| |
| Title: |
| |
| |
| |
| 14. Areas Affected by Project (Cities, Counties, States, etc.): |
| |
| Add Attachment Delete Attachment View Attachment |
| * 15. Descriptive Title of Applicant's Project: |
| Port Arthur is submitting a proposal for Brownfields Community-Wide grant in the amount of |
| \$200,000 for Hazardous Substances and \$100,000 for Petroleum Assessment Grant for Downtown revitalization. |
| |
| Attach supporting documents as specified in agency instructions. |
| Add Attachments Delete Attachments View Attachments |
| |

| Application for | Federal Assistance | SF-424 | | | | |
|--|--|---|---|---|--|--|
| 16. Congressiona | l Districts Of: | | | | | |
| * a. Applicant | 22 | | | * b. Program/Project | 22 | |
| Attach an additiona | l list of Program/Project Co | ngressional District | ts if needed. | | _ | |
| | | | Add Attachment | Delete Attachment | View Attachment | |
| 17. Proposed Pro | ject: | | | | | |
| * a. Start Date: 1 | 0/01/2018 | | | * b. End Date: | 09/30/2021 | |
| 18. Estimated Fur | nding (\$): | | | | | |
| * a. Federal | | 300,000.00 | | | | |
| * b. Applicant | | 0.00 | | | | |
| * c. State | | 0.00 | | | | |
| * d. Local | | 0.00 | | | | |
| * e. Other | | 0.00 | | | | |
| * f. Program Incom | e | 0.00 | | | | |
| * g. TOTAL | | 300,000.00 | | | | |
| * 19. Is Applicatio | n Subject to Review By | State Under Exec | cutive Order 12372 | Process? | | |
| | | | | der 12372 Process for rev | riew on . | |
| | subject to E.O. 12372 bu | | elected by the State | for review. | | |
| c. Program is | not covered by E.O. 123 | 72. | | | | |
| | | | | | | |
| | | Federal Debt? (If | "Yes," provide ex | planation in attachment.) | | |
| Yes | ⊠ No | Federal Debt? (If | "Yes," provide ex | planation in attachment.) | | |
| Yes | | Federal Debt? (If | | | | |
| Yes If "Yes", provide e | No explanation and attach | | Add Attachment | Delete Attachment | View Attachment | |
| If "Yes", provide e | No explanation and attach | (1) to the statement of the best of mot an award. I am | Add Attachment ents contained in a knowledge. I al aware that any fals | Delete Attachment the list of certifications** so provide the required se, fictitious, or frauduler | | |
| If "Yes", provide e | No explanation and attach as application, I certify complete and accurate resulting terms if I accep | (1) to the statement of the best of mot an award. I am | Add Attachment ents contained in a knowledge. I al aware that any fals | Delete Attachment the list of certifications** so provide the required se, fictitious, or frauduler | View Attachment and (2) that the statements assurances** and agree to | |
| If "Yes", provide e | No explanation and attach explanation and attach explanation and attach explanation, I certify complete and accurate resulting terms if I accepninal, civil, or administrations and assurances, or | (1) to the statement to the best of mot an award. I am ative penalties. (U | Add Attachment ents contained in y knowledge. I al aware that any fals J.S. Code, Title 218 | Delete Attachment the list of certifications** so provide the required se, fictitious, or frauduler s, Section 1001) | View Attachment and (2) that the statements assurances** and agree to | |
| If "Yes", provide e | No explanation and attach explanation and attach explanation, I certify complete and accurate resulting terms if I accepninal, civil, or administrations and assurances, continuous continuous and assurances, con | (1) to the statement to the best of mot an award. I am ative penalties. (U | Add Attachment ents contained in y knowledge. I al aware that any fals J.S. Code, Title 218 | Delete Attachment the list of certifications** so provide the required se, fictitious, or frauduler s, Section 1001) | and (2) that the statements assurances** and agree to it statements or claims may | |
| If "Yes", provide e | No explanation and attach explanation and attach explanation and attach explanation, I certify complete and accurate resulting terms if I accepninal, civil, or administrations and assurances, consentative: | (1) to the statement to the best of mot an award. I am ative penalties. (Ut | Add Attachment ents contained in y knowledge. I al aware that any fals J.S. Code, Title 218 | Delete Attachment the list of certifications** so provide the required se, fictitious, or frauduler s, Section 1001) | and (2) that the statements assurances** and agree to it statements or claims may | |
| If "Yes", provide e | No explanation and attach explanation and attach explanation and attach explanation, I certify complete and accurate resulting terms if I accepninal, civil, or administrations and assurances, consentative: | (1) to the statement to the best of mot an award. I am ative penalties. (Ut | Add Attachment ents contained in y knowledge. I al aware that any fals J.S. Code, Title 218 where you may obt | Delete Attachment the list of certifications** so provide the required se, fictitious, or frauduler s, Section 1001) | and (2) that the statements assurances** and agree to it statements or claims may | |
| If "Yes", provide etc. 21. *By signing therein are true, comply with any subject me to crir ** I AGREE ** The list of certifispecific instructions Authorized Repre Prefix: Mr Middle Name: McI | No explanation and attach explanation and attach explanation and attach explanation, I certify complete and accurate resulting terms if I accepninal, civil, or administrations and assurances, consentative: | (1) to the statement to the best of mot an award. I am ative penalties. (Ut | Add Attachment ents contained in y knowledge. I al aware that any fals J.S. Code, Title 218 where you may obt | Delete Attachment the list of certifications** so provide the required se, fictitious, or frauduler s, Section 1001) | and (2) that the statements assurances** and agree to it statements or claims may | |
| If "Yes", provide e | No explanation and attach explanation and attach explanation and attach explanation, I certify complete and accurate resulting terms if I accepninal, civil, or administrations and assurances, consentative: | (1) to the statement to the best of mot an award. I am ative penalties. (Ut | Add Attachment ents contained in y knowledge. I al aware that any fals J.S. Code, Title 218 where you may obt | Delete Attachment the list of certifications** so provide the required se, fictitious, or frauduler s, Section 1001) | and (2) that the statements assurances** and agree to it statements or claims may | |
| If "Yes", provide et al. *By signing the herein are true, comply with any subject me to crim ** I AGREE ** The list of certific specific instructions Authorized Repre Prefix: Mr Middle Name: McI * Last Name: McI Suffix: | No explanation and attach explanation and attach explanation and attach explanation, I certify complete and accurate resulting terms if I accepninal, civil, or administrations and assurances, consentative: | (1) to the statement to the best of mot an award. I am ative penalties. (Ut | Add Attachment ents contained in y knowledge. I al aware that any fals J.S. Code, Title 218 where you may obt | Delete Attachment the list of certifications** so provide the required se, fictitious, or frauduler s, Section 1001) | and (2) that the statements assurances** and agree to it statements or claims may | |
| If "Yes", provide et al. *By signing therein are true, comply with any subject me to crim ** I AGREE ** The list of certifispecific instructions Authorized Representation Au | No explanation and attach explanation and attach explanation and attach explanation, I certify complete and accurate resulting terms if I accepninal, civil, or administrations and assurances, consentative: | (1) to the statement to the best of mot an award. I am ative penalties. (Ut | Add Attachment ents contained in y knowledge. I al aware that any fals J.S. Code, Title 218 where you may obt | Delete Attachment the list of certifications** so provide the required se, fictitious, or frauduler s, Section 1001) | and (2) that the statements assurances** and agree to at statements or claims may the announcement or agency | |
| If "Yes", provide etcomply with any resubject me to crim ** I AGREE ** The list of certific specific instructions Authorized Repre Prefix: Mr Middle Name: * Last Name: McI Suffix: * Title: City * Telephone Number | No explanation and attach explanation and attach explanation and attach explanation, I certify complete and accurate resulting terms if I acceptional, civil, or administrations and assurances, consentative: | (1) to the statement to the best of mot an award. I am ative penalties. (Upper an internet site | Add Attachment ents contained in y knowledge. I al aware that any fals J.S. Code, Title 218 where you may obt | Delete Attachment the list of certifications** so provide the required se, fictitious, or frauduler s, Section 1001) ain this list, is contained in | and (2) that the statements assurances** and agree to at statements or claims may the announcement or agency | |